

SANTA CLARA COUNTY BOARD OF SUPERVISORS  
PROCESSING RECORD - PLANS & SPECIFICATIONS

CODE. L&B \_\_\_\_\_

Job Description \_\_\_\_\_

CODE. ROAD NO. 2676 ROAD NAME Laurence Expressway

Job Description Left-turn Lane Extensions  
Various Locations

BID OPENING DATE: April 16, 1981 TIME 2:00 p.m.

Job No. 80-26 Contract Date 4-20-81

FOLLOWING APPROVAL OF PLANS & SPECS

- 1 - Publish in a weekly newspaper which is circulated in the area involved in specs. Notice to Bidders must be published twice, once each week with 5 days intervening, the first publication must be within 10 days prior to Bid Opening Date.

Prepare Publication Record Card and log in Hearing Log

1 - Transportation Agency

1 - File with Agenda Material & send to library to make folder file

1 - To Gary's tub

Clerk's signature is required on Notice to Bidders in Plans & Specs folder (filed in vertical file at Bid Clerk's desk)

Prepare strips for Agenda board. 1 strip to be posted under (BIDS)

Second strip to be posted under the following Monday Agenda

Sample: BID OPENING: 8/14/79 Improvement on Capitol Expressway  
2:00 p.m.

Sample: REPORT ON BIDS: 8/18/79 Improvement on Capitol Expressway  
Bid Opening: 8/14/79

Include Meeting date (report on Bid date) on the Action sheet

AFTER AWARD OF CONTRACT

Xerox 4 copies of Bid form

Complete blanks on Processing Record sheet for Job No. and Contract Date

Complete Control sheet for construction projects (Transit District Contracts are listed separately)

Rubber band together Bid forms from unsuccessful bidders and label as such prior to filing in folder

Remove Notice to Bidders from Board of Supervisors Action sheet and file in folder

File in folder original Bid form, Bid sheet and Architects or Engineers Estimate

Prepare original and copy of Award Notice to Department of Industrial Relations. Mail original and file copy in folder

Prepare original and 4 xerox copies of Agreement (Transit District Agreements are prepared on a separate form). Attach xerox copy of Bid Form to each copy of Agreement

Mail original and 1 xerox copy of Agreement (with Bid form attached) with Award form letter to successful contractor for signature (must be sealed). Before sealing envelope, enclose copy of letter to insurance agent of contractor

Prepare form letter to insurance agent enclosing 2 copies of partially completed Payment Performance Bonds (Transit District Payment and Performance Bonds are on separate forms). Enclose 2 copies of Certificate of Insurance form with first 3 lines of form completed under Requesting Dept/Agency

Prepare packet for ponying to controlling department (Transportation, GSA, Parks & Rec., etc.). Attach copy of letter to contractor with xerox copy of Agreement and Bid form

Prepare Controller's form 3128. File canary copy in folder. Keep remaining copies intact and attach to xerox copy of Agreement and Bid form for Finance. Hold Finance's packet in folder until Agreement is returned, signed and notarized and all bond and insurance requirements are met. Conform signatures on Agreement before ponying to Finance.

- ☒ Prepare 2nd packet for controlling department. This packet consists of xerox copies of the Agreement and Bid form and should be held in the folder until the Agreement is returned, signed and notarized and all bond and insurance requirements are met. Conformed signatures on Agreement before ponying to the department.
- ☐ Make shoulder label showing successful contractor, place at right of identifying label.
- ☒ Agreement returned signed by Contractor
- ☒ Notarial acknowledgement of Contractor's signature
- ☒ Payment Bond for Public Works is adequate
- ☒ Performance Bond is adequate
- ☒ Public Liability Insurance certificates are received
- ☒ Property Damage Insurance certificates are received
- ☒ County named "Additional Insured"
- ☒ "30 day" written cancellation clause included
- ☒ Primary coverage endorsement received
- ☒ Worker's Compensation Insurance Certificate received
- ☒ Additional endorsement received for *Cities of San Jose, Santa Clara, Sunnyvale*
- ☒ Advise controlling department by phone of contract compliance. *measures*
- Date: 5-7-81 Note details on Control Sheet

IF ALL BLOCKS ARE CHECKED TO THIS POINT:

- ☒ Obtain Chairperson's signature on original Agreement and Contractor's copy
- ☒ Obtain Clerk's signature on original Agreement and Contractor's copy
- ☒ Seal Agreement (if not done under earlier step)
- ☒ Send compliance letter with Agreement to Contractor
- ☒ Record bonds and insurance in Rolodex File

DISTRIBUTION OF AGREEMENT COPIES

- ☒ 1 - File (original)
- ☒ 1 - Contractor
- ☒ 1 - Finance (with form 3128, Agreement and Bid form) via department in charge of project for CBMIS entry
- ☒ 1 - Controlling department with conformed signatures and copy of Contract Compliance letter

CONSTRUCTION PERIOD

Filing of progress payments  
 Approval & filing of contract change orders  
 Filing of preliminary notices of subcontractors or materialmen furnishing services of materials  
 Filing of Stop Notices for non payment  
 Request for copy of Notice of Completion on payment of \$2.00 fee by  
 1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

Approval & Recording of Notice of Completion of Contract & Acceptance of work.

SANTA CLARA COUNTY BOARD OF SUPERVISORS  
 PROCESSING RECORD - PLANS & SPECIFICATIONS

CODE. L&B \_\_\_\_\_

Job Description \_\_\_\_\_

CODE. ROAD NO. \_\_\_\_\_ ROAD NAME \_\_\_\_\_

Job Description \_\_\_\_\_

BID OPENING DATE \_\_\_\_\_ TIME \_\_\_\_\_

Job No. \_\_\_\_\_ Contract Date \_\_\_\_\_

## NOTICE OF COMPLETION OF CONTRACT AND ACCEPTANCE OF WORK

NOTICE IS HEREBY GIVEN by order of the Board of Supervisors of the County of Santa Clara, State of California, pursuant to State law that work to be performed under the contract heretofore made and executed by and between the County of Santa Clara, as Owner therein, and \_\_\_\_\_

Piazza Construction Company

as Contractor therein, bearing the date April 20, 1981

for construction of Improvements of Left Turn Lane Extensions on

Lawrence Expressway at Various Locations, Contract No. 80-26

and appurtenant facilities upon lands of said County known as \_\_\_\_\_

Lawrence Expressway

situated in the County of Santa Clara, State of California, was completed as called for and in the manner designated by the plans and specifications by the said Contractor, and the said work was accepted by the said Board of Supervisors on behalf of said County on the \_\_\_\_\_ day of NOV 23 1981

Upon said contract, Industrial Indemnity

was surety on the bond given by said Piazza Construction Company

\_\_\_\_\_, the said Contractor, as required by law.

That the title of said County to the real property upon which said work and contract was performed is that of \_\_\_\_\_

Right-of-Way

That the address of said County is 70 West Hedding Street, San Jose, California 95110.

IN WITNESS WHEREOF, pursuant to the order of the Board of Supervisors made and given on the NOV 23 1981 day of \_\_\_\_\_, authorizing and directing the execution of this instrument, the said County has caused these presents to be executed in its name, authenticated by the signature of the Chairperson of the said Board of Supervisors the NOV 23 1981 day of \_\_\_\_\_

BOARD OF SUPERVISORS OF THE  
COUNTY OF SANTA CLARA

Rod Diridon  
Chairperson of said Board

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SANTA CLARA)

\_\_\_\_\_, being duly sworn, says:

That I am the Chairperson of the Board of Supervisors of the County of Santa Clara, and that I make this oath in its behalf; that the County of Santa Clara is the owner of the property described in the foregoing Notice; that I have read the foregoing Notice and know the contents thereof, and that the facts therein stated are true of my own knowledge.

Rod Diridon  
Chairperson of said Board

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_.

Notary Public in and for the  
County of Santa Clara, State  
of California

RECORDER'S MEMO

FAINT WRITING OR TYPING  
OR CARBON COPIES MAKES  
POOR PHOTOGRAPHIC RECORD

AFTER RECORDING RETURN TO  
AFTER RECORDING RETURN TO  
Board of Supervisors

ORIGINAL TO CONTRACTOR, PIAZZA CONSTRUCTION CO. AND TO RECORDER MARKED PENDING FOR RETURN, CONF. COPY TO TA 11/24/81

STATE OF CALIFORNIA  
COUNTY OF SANTA CLARA

SS.

G473 PAGE 86

On this 23rd day of November, in the year 1981  
before me Deputy Clerk of the Board, personally appeared  
Rod Diridon, known to be to be Chairperson  
of the Board of Supervisors of the County of Santa Clara and  
known to me to be the person who executed the within statement  
on behalf of said political subdivision and acknowledged to me  
that he/she executed the same.

*[Signature]*  
Deputy Clerk of the Board

R✓

G473 pg 85 7224287

REC. FEE	DH
MICRO	
LIEN NOT	
SMPF	

FILED FOR RECORD  
AT REQUEST OF

BOARD OF SUPERVISORS  
DEC 1 9 23 AM '81

OFFICIAL RECORDS  
SANTA CLARA COUNTY  
GEORGE A. MANN  
REGISTRAR RECORDER

RX

SANTA CLARA  
COUNTY OF  
DEC 17 1 26 PM '81

RECORDED  
INDEXED  
SERIALIZED  
FILED

CONTRACT NUMBER 80-26

COUNTY OF SANTA CLARA

PAGE NO. 1 OF 3

WORK ORDER NO. C2869

TRANSPORTATION AGENCY  
CONTRACT PROGRESS PAY ESTIMATE

PAYMENT NO. 06--FINAL

PAYMENT PERIOD ENDING.....DEC 27, 1981

DATE OF PAYMENT.....DEC 28, 1981

CONTRACT DESCRIPTION..... IMPROVEMENTS, LEFT TURN LANE EXTENSIONS ON LAWRENCE EXPY. AT VARIOUS LOCATIONS

CONTRACTOR..... PIAZZA CONSTRUCTION COMPANY

ADDRESS..... P.O. BOX 23550, SAN JOSE, CA 95193

BUDGET ACCOUNT NUMBER..... 0023-6412-2890-C99-CH9-0076-2869

THIS CONTRACT LIES WITHIN SUPERVISORIAL DISTRICT(S) VARIOUS

NOTICE TO PROCEED DATE... MAY 21, 1981 FIRST WORKING DAY.. MAY 26, 1981 EXTENDED DATE FOR COMPLETION... NOV 13, 1981

ORIGINAL TIME AUTHORIZED..... 120 CALENDAR

ORIGINAL BID AMOUNT..... \$136,360.00

CURRENT AUTHORIZED TIME..... 120 CALENDAR

CURRENT AUTHORIZED AMOUNT.... \$105,353.34

TOTAL TIME ELAPSED TO DATE IS 120 CALENDAR

AMOUNT OF WORK ACCOMPLISHED IS \$105,353.34

PERCENTAGE OF AUTHORIZED TIME ELAPSED IS 100.0 PERCENT

PERCENTAGE OF WORK ACCOMPLISHED IS 100.0

AMOUNT OF AUTHORIZED WORK ACCOMPLISHED IS \$105,353.34

PERCENTAGE OF AUTHORIZED WORK ACCOMPLISHED IS 100.0

SUMMARY OF PAYMENTS TO THE CONTRACTOR

VALUE OF WORK ACCOMPLISHED TO DATE IS..... \$105,353.34

LESS NORMAL 10 PERCENT RETENTION  
OR RETENSION AS DIRECTED BY ENGINEER..... \$0.00

LESS ADDITIONAL AUTHORIZED RETENTION..... \$0.00

LESS ALL PREVIOUS PAYMENTS TO CONTRACTOR..... \$100,085.67

AMOUNT DUE CONTRACTOR THIS PAYMENT..... \$5,267.67

APPROVED BY

DIRECTOR OF FACILITIES OPERATIONS

FINANCE OFFICER OF TRANSPORTATION AGENCY

DIRECTOR  
OR

DIRECTOR OF ADMINISTRATIVE SERVICES

D/S 1/6/82

THIS IS TRANSMITTED FOR MR.  
CBMIS ENTRY AND SUBMITTAL TO  
FINANCE

No. \_\_\_\_\_

JOB No. 80-26

Change Order No. 1-Final

Item No. 6 of  
11/23/81.

BOARD OF SUPERVISORS  
SANTA CLARA COUNTY

DATE November 24, 1981

The following contract was awarded or change order was approved by the  
Board of Supervisors at a meeting held:

\_\_\_\_\_ November 23, 1981

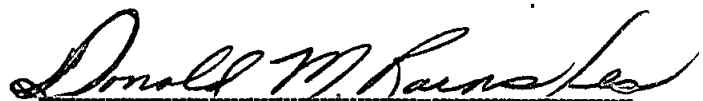
Project to be charged Improvements of Left Turn Lane Extensions on  
Lawrence Expressway at Various Locations

For the amount of ~~\$~~ Net deduction \$31,006.66

Contractor Piazza Construction Company, P. O. Box 23550, San Jose,  
Calif. 95153

Completion Date Not changed.

Budget Item \_\_\_\_\_ (for Controller's use)



DONALD M. RAINS  
Clerk of the Board

WHITE ---- CONTROLLER  
CANARY -- FILE  
PINK ---- "Transportation Agency"  
GOLD. ROD

SD No. Various

Change Order No. 1-Final

Contract No. 80-26

Original Bid	\$136,360.00	Original Allowed Time	120 CD
Improvements of Left Turn Lane Extensions on Lawrence Expressway			

Project: at Various Locations

Contractor: Piazza Construction Company Address: San Jose, CA 95153

The following change in construction is proposed: (Attach additional sheets if necessary)

INCREASE IN CONTRACT ITEMS OF WORK:

Item	2	Roadway Excavation	120.31	CY	@	\$ 3.00	\$ 360.93
	4	Aggregate (Type "B" A.C.)	202.31	TN	@	\$ 32.00	\$ 6,473.92
	5	15" R.C.P.	10.00	LF	@	\$ 20.00	\$ 200.00
	6	Drop Inlet (Type "C")	1.00	EA	@	\$500.00	\$ 500.00
	7	Type B-3 Curb	519.00	LF	@	\$ 2.50	\$ 1,297.50

TOTAL INCREASE   \$ 8,832.35

DECREASE IN CONTRACT ITEMS OF WORK:

Item	3	Paving Asphalt	9.95	TN	@	\$ 32.00	\$ 318.40
	8	P.C.C. Median	893.25	SF	@	\$ 1.50	\$ 1,339.87
	9	Sand	16.75	TN	@	\$ 23.00	\$ 385.25
	11	Supplemental Work	Lump Sum		@	Lump Sum	\$37,795.49

TOTAL DECREASE    \$39,839.01

Net <del>(addition)</del> (Deduction) due to this Change Order	- - - - - \$ 31,006.66
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The contractor hereby agrees to furnish or delete, as the case may be, any and all labor, material and equipment required for the performance of this change order in strict accordance with the terms and conditions of the contract documents. The contractor further agrees that the amount specified herein for this change order shall constitute full and complete compensation for all labor, material and equipment furnished, used or deleted, as the case may be, in the performance of this change order. The contractor further agrees that the amount specified herein for this change order shall be full and complete compensation for any and all claims of any nature whatsoever, including, but without limitation, any actual or alleged claims for compensation by contractor or any subcontractor of contractor for delays occasioned by or in any way arising out of stoppage of the work, coordination of the work with others, or processing this change order.

Contract Time: (X) Not Changed, ( ) Increased by .....days, ( ) Decreased by .....days.

Accepted By: [Signature] Date: 11-6-81

Contractor

APPROVAL RECOMMENDED

Scott & Bruce


*[Signature]*  
Director of Facilities Operations

*[Signature]*  
Director, Transportation

.....  
Director, Transportation Agency

**APPROVED**

VED



Chairman - Board of Supervisors

NOV 23 1981 03  
ate: .....

Date:

County Executive

Chairman - Board of Supervisors

**Rod Diridon**

( ) Bd. Files    ( ) Contractor (2)    ( ) Construction Div. (2)    ( ) Controller    ( ) Inspector    ( ) Arch/Engr.    ( ) Bus. Mgr.

C.O. No. \_\_\_\_\_



TRANSMITTAL MEMORANDUM

S.D. Various

Page 1 of 2

DATE: November 9, 1981

COUNTY BOARD OF SUPERVISORS: Agenda Date November 23, 1981 Item No. \_\_\_\_\_  
TRANSIT DISTRICT BOARD: Agenda Date \_\_\_\_\_ Item No. \_\_\_\_\_  
TRANSPORTATION COMMISSION: Agenda Date \_\_\_\_\_ Item No. \_\_\_\_\_

FROM: CIANCIARULO, FACILITIES OPERATIONS, TRANSPORTATION AGENCY

SUBJECT: IMPROVEMENTS OF LEFT TURN LANE EXTENSIONS ON LAWRENCE EXPRESSWAY  
AT VARIOUS LOCATIONS  
Contract No. 80-26  
Contractor: Piazza Construction Company  
Change Order No. 1-Final

RECOMMENDED ACTION:

It is recommended that the Board of Supervisors approve Contract Change Order No. 1-Final with a decrease of \$31,006.66 and with no change in Contract Time for Improvements of Left Turn Lane Extensions on Lawrence Expressway at Various Locations, Contract No. 80-26, and authorize the execution of the Notice of Completion of Contract and Acceptance of Work for the subject Contract.

Contract No. 80-26 was awarded to Piazza Construction Company on April 20, 1981, with a Contract Amount of \$136,360.00. Source of funding: County Road Fund, 100 percent, County Budget Account No. 0023-6412-2890-C99-CW9, Improvements of Left Turn Lane Extensions on Lawrence Expressway at Various Locations. (Work Order 007C2869).

REASONS FOR RECOMMENDATION:

All work authorized under this Contract has been completed in the field and the final inspection was held. It is recommended that the project be accepted as constructed and the Notice of Completion of Contract and Acceptance of Work be filed on the completed project.

The increases and/or decreases in the Contract Items of Work represent the adjustments from the previously approved quantities to the quantities expended to complete the project in the field. The project was completed within the allotted Contract Time.

APPROVED: DIRECTOR [Signature]  
COUNTY EXECUTIVE [Signature]



1908

11-23-8107



DATE: November 9, 1981

COUNTY BOARD OF SUPERVISORS AGENDA DATE: November 23, 1981

TRANSIT DISTRICT BOARD AGENDA DATE:

TRANSPORTATION COMMISSION AGENDA DATE:

SUBJECT: IMPROVEMENTS OF LEFT TURN LANE EXTENSIONS ON LAWRENCE EXPRESSWAY  
AT VARIOUS LOCATIONS  
Contract No. 80-26  
Contractor: Piazza Construction Company  
Change Order No. 1-Final

BACKGROUND:

Contract No. 80-26 was awarded to Piazza Construction Company on April 20, 1981. The Notice to Proceed was issued on May 21, 1981, with the First Working Day scheduled May 26, 1981. The Contract Amount for this project was \$136,360.00 with 120 Calendar Days of allotted time.

The work on this project consisted of the construction of left turn lane extensions on the Lawrence Expressway and the Montague Expressway.

CONSEQUENCES OF NEGATIVE ACTION:

The Contractor has completed all the assigned work, and the final inspection was held. If Change Order No. 1-Final and the Notice of Completion of Contract and Acceptance of Work for the subject Contract were not accepted by the Board of Supervisors, final payment cannot be made to the Contractor; and the County of Santa Clara would not be in conformance with the Contract Documents.

STEPS FOLLOWING APPROVAL:

Following approval of Change Order No. 1-Final and the Notice of Completion of Contract and Acceptance of Work for the subject Contract, the Notice of Completion is forwarded to the office of the County Recorder for filing. Thirty-five (35) days following the filing of the Notice of Completion, final payment is released to the Contractor by the Transportation Agency in accordance with the Contract Documents.

NLC:LTS:nc  
Attachments

CONTRACT NUMBER 80-26

COUNTY OF SANTA CLARA

PAGE NO. 1 OF 3

WORK ORDER NO. C2869

TRANSPORTATION AGENCY  
CONTRACT PROGRESS PAY ESTIMATE

PAYMENT NO. 05--INTERIM

PAYMENT PERIOD ENDING.....DEC 06, 1981

DATE OF PAYMENT....DEC 14, 1981

CONTRACT DESCRIPTION.... IMPROVEMENTS, LEFT TURN LANE EXTENSIONS ON LAWRENCE EXPWY. AT VARIOUS LOCATIONS

CONTRACTOR..... PIAZZA CONSTRUCTION COMPANY

ADDRESS..... P.O. BOX 23550, SAN JOSE, CA 95153

BUDGET ACCOUNT NUMBER..... 0023-6412-2890-C99-CW9-0076-2869

THIS CONTRACT LIES WITHIN SUPERVISORIAL DISTRICT(S) VARIOUS

NOTICE TO PROCEED DATE... MAY 21, 1981 FIRST WORKING DAY.. MAY 26, 1981 EXTENDED DATE FOR COMPLETION... NOV 13, 1981

ORIGINAL TIME AUTHORIZED..... 120 CALENDAR

ORIGINAL BID AMOUNT..... \$136,360.00

CURRENT AUTHORIZED TIME..... 120 CALENDAR

CURRENT AUTHORIZED AMOUNT.... \$105,353.34

TOTAL TIME ELAPSED TO DATE IS 120 CALENDAR

AMOUNT OF WORK ACCOMPLISHED IS \$105,353.34

PERCENTAGE OF AUTHORIZED TIME ELAPSED IS 100.0 PERCENT

PERCENTAGE OF WORK ACCOMPLISHED IS 100.0

AMOUNT OF AUTHORIZED WORK ACCOMPLISHED IS \$105,353.34

PERCENTAGE OF AUTHORIZED WORK ACCOMPLISHED IS 100.0

SUMMARY OF PAYMENTS TO THE CONTRACTOR

VALUE OF WORK ACCOMPLISHED TO DATE IS..... \$105,353.34

LESS NORMAL 10 PERCENT RETENTION  
OR RETENTION AS DIRECTED BY ENGINEER..... \$5,267.67

LESS ADDITIONAL AUTHORIZED RETENTION..... \$0.00

LESS ALL PREVIOUS PAYMENTS TO CONTRACTOR..... \$98,083.90

AMOUNT DUE CONTRACTOR THIS PAYMENT..... \$2,001.77

APPROVED BY

FINANCE OFFICER OF TRANSPORTATION AGENCY

DIRECTOR OF FACILITIES OPERATIONS

DIRECTOR  
OR

DIRECTOR OF ADMINISTRATIVE SERVICES

B/S  
12/18/81

CONTRACT NUMBER 80-26

COUNTY OF SANTA CLARA  
TRANSPORTATION AGENCY  
CONTRACT PROGRESS PAY ESTIMATE

PAGE NO. 1 OF 3

WORK ORDER NO. C2869

PAYMENT NO. 04--MONTHLY

PAYMENT PERIOD ENDING.....SEP 27, 1981

DATE OF PAYMENT....SEP 28, 1981

CONTRACT DESCRIPTION.... IMPROVEMENTS, LEFT TURN LANE EXTENSIONS ON LAWRENCE EXPWY. AT VARIOUS LOCATIONS

CONTRACTOR..... FIAZZA CONSTRUCTION COMPANY

ADDRESS..... P.O. BOX 23550, SAN JOSE, CA 95153

BUDGET ACCOUNT NUMBER..... 0023-6412-2890-C99-C65-0076-2869

THIS CONTRACT LIES WITHIN SUPERVISORIAL DISTRICT(S) VARIOUS

NOTICE TO PROCEED DATE... MAY 21, 1981 FIRST WORKING DAY.. MAY 26, 1981 EXTENDED DATE FOR COMPLETION... NOV 13, 1981

ORIGINAL TIME AUTHORIZED..... 120 CALENDAR

ORIGINAL BID AMOUNT..... \$136,360.00

CURRENT AUTHORIZED TIME..... 120 CALENDAR

CURRENT AUTHORIZED AMOUNT.... \$136,360.00

TOTAL TIME ELAPSED TO DATE IS 73 CALENDAR

AMOUNT OF WORK ACCOMPLISHED IS \$104,901.90

PERCENTAGE OF AUTHORIZED TIME ELAPSED IS 60.8 PERCENT

PERCENTAGE OF WORK ACCOMPLISHED IS 76.9

AMOUNT OF AUTHORIZED WORK ACCOMPLISHED IS \$104,901.90

PERCENTAGE OF AUTHORIZED WORK ACCOMPLISHED IS 76.9

## SUMMARY OF PAYMENTS TO THE CONTRACTOR

VALUE OF WORK ACCOMPLISHED TO DATE IS..... \$104,901.90

LESS NORMAL 10 PERCENT RETENTION  
OR RETENTION AS DIRECTED BY ENGINEER..... \$6,818.00

LESS ADDITIONAL AUTHORIZED RETENTION..... \$0.00

LESS ALL PREVIOUS PAYMENTS TO CONTRACTOR..... \$96,669.15

AMOUNT DUE CONTRACTOR THIS PAYMENT..... \$1,394.75

APPROVED BY

DIRECTOR OF FACILITIES OPERATIONS

FINANCE OFFICER OF TRANSPORTATION AGENCY

DIRECTOR

OR

DIRECTOR OF ADMINISTRATIVE SERVICES

B/S  
10/5/81

CONTRACT NUMBER 80-26

COUNTY OF SANTA CLARA  
TRANSPORTATION AGENCY

PAGE NO. 1 OF 3

WORK ORDER NO. C2869

CONTRACT PROGRESS PAY ESTIMATE

PAYMENT NO. 03--MONTHLY

PAYMENT PERIOD ENDING.....AUG 30, 1981

DATE OF PAYMENT....AUG 31, 1981

CONTRACT DESCRIPTION... IMPROVEMENTS, LEFT TURN LANE EXTENSIONS ON LAWRENCE EXPHY. AT VARIOUS LOCATIONS

CONTRACTOR.....PIAZZA CONSTRUCTION COMPANY

ADDRESS.....P.O. BOX 23550, SAN JOSE, CA 95153

BUDGET ACCOUNT NUMBER.....0023-6412-2890-C99-CW9-0076-2869

THIS CONTRACT LIES WITHIN SUPERVISORIAL DISTRICT(S) VARIOUS

NOTICE TO PROCEED DATE... MAY 21, 1981 FIRST WORKING DAY.. MAY 26, 1981 EXTENDED DATE FOR COMPLETION...NOV 13, 1981

ORIGINAL TIME AUTHORIZED.....120 CALENDAR

ORIGINAL BID AMOUNT.....\$136,360.00

CURRENT AUTHORIZED TIME.....120 CALENDAR

CURRENT AUTHORIZED AMOUNT....\$136,360.00

TOTAL TIME ELAPSED TO DATE IS 68 CALENDAR

AMOUNT OF WORK ACCOMPLISHED IS \$103,507.15

PERCENTAGE OF AUTHORIZED TIME ELAPSED IS 56.6 PERCENT

PERCENTAGE OF WORK ACCOMPLISHED IS 75.9

AMOUNT OF AUTHORIZED WORK ACCOMPLISHED IS \$103,507.15

PERCENTAGE OF AUTHORIZED WORK ACCOMPLISHED IS 75.9

SUMMARY OF PAYMENTS TO THE CONTRACTOR

VALUE OF WORK ACCOMPLISHED TO DATE IS.....\$103,507.15

LESS NORMAL 10 PERCENT RETENTION  
OR RETENTION AS DIRECTED BY ENGINEER.....\$6,818.00

LESS ADDITIONAL AUTHORIZED RETENTION.....\$0.00

LESS ALL PREVIOUS PAYMENTS TO CONTRACTOR.....\$95,399.02

AMOUNT DUE CONTRACTOR THIS PAYMENT.....\$1,290.13

APPROVED BY

DIRECTOR OF FACILITIES OPERATIONS

FINANCE OFFICER OF TRANSPORTATION AGENCY

DIRECTOR

OR

DIRECTOR OF ADMINISTRATIVE SERVICES

B/S  
9/10/81

CONTRACT NUMBER 80-26

COUNTY OF SANTA CLARA  
TRANSPORTATION AGENCY  
CONTRACT PROGRESS PAY ESTIMATE

PAGE NO. 1 OF 3

WORK ORDER NO. C2869

PAYMENT NO. 03--MONTHLY

PAYMENT PERIOD ENDING.....AUG 02, 1981

DATE OF PAYMENT....AUG 03, 1981

CONTRACT DESCRIPTION.... IMPROVEMENTS, LEFT TURN LANE EXTENSIONS ON LAWRENCE EXPHY. AT VARIOUS LOCATIONS

CONTRACTOR..... PIAZZA CONSTRUCTION COMPANY

ADDRESS.....P.O. BOX 23550, SAN JOSE, CA 95153

BUDGET ACCOUNT NUMBER..... 0023-6412-2890-C99-CN9-0076-2869

THIS CONTRACT LIES WITHIN SUPERVISORIAL DISTRICT(S) VARIOUS

NOTICE TO PROCEED DATE... MAY 21, 1981 FIRST WORKING DAY.. MAY 26, 1981 EXTENDED DATE FOR COMPLETION...NOV 13, 1981

ORIGINAL TIME AUTHORIZED..... 120 CALENDAR

ORIGINAL BID AMOUNT..... \$136,360.00

CURRENT AUTHORIZED TIME..... 120 CALENDAR

CURRENT AUTHORIZED AMOUNT.... \$136,360.00

TOTAL TIME ELAPSED TO DATE IS 43 CALENDAR

AMOUNT OF WORK ACCOMPLISHED IS \$102,217.02

PERCENTAGE OF AUTHORIZED TIME ELAPSED IS 35.8 PERCENT

PERCENTAGE OF WORK ACCOMPLISHED IS 74.9

AMOUNT OF AUTHORIZED WORK ACCOMPLISHED IS \$102,217.02

PERCENTAGE OF AUTHORIZED WORK ACCOMPLISHED IS 74.9

SUMMARY OF PAYMENTS TO THE CONTRACTOR

VALUE OF WORK ACCOMPLISHED TO DATE IS..... \$102,217.02

LESS NORMAL 10 PERCENT RETENTION  
OR RETENSION AS DIRECTED BY ENGINEER..... \$6,818.00

LESS ADDITIONAL AUTHORIZED RETENTION..... \$0.00

LESS ALL PREVIOUS PAYMENTS TO CONTRACTOR..... \$89,107.92

AMOUNT DUE CONTRACTOR THIS PAYMENT..... \$6,291.10

APPROVED BY

DIRECTOR OF FACILITIES OPERATIONS

FINANCE OFFICER OF TRANSPORTATION AGENCY

DIRECTOR  
OR

DIRECTOR OF ADMINISTRATIVE SERVICES

6/5  
117

CONTRACT NUMBER 80-26

WORK ORDER NO. C2869

COUNTY OF SANTA CLARA  
TRANSPORTATION AGENCY  
CONTRACT PROGRESS PAY ESTIMATE

PAGE NO. 1 OF 3

PAYMENT NO. 02--MONTHLY

PAYMENT PERIOD ENDING.....JUL 05, 1981

DATE OF PAYMENT....JUL 07, 1981

CONTRACT DESCRIPTION.... IMPROVEMENTS, LEFT TURN LANE EXTENSIONS ON LAWRENCE EXPWY. AT VARIOUS LOCATIONS

CONTRACTOR..... PIAZZA CONSTRUCTION COMPANY

ADDRESS..... P.O. BOX 23550, SAN JOSE, CA 95153

BUDGET ACCOUNT NUMBER..... 0023-6412-2890-C99-CW9-0076-2869

THIS CONTRACT LIES WITHIN SUPERVISORIAL DISTRICT(S) VARIOUS

NOTICE TO PROCEED DATE... MAY 21, 1981 FIRST WORKING DAY.. MAY 26, 1981 EXTENDED DATE FOR COMPLETION...NOV 13, 1981

ORIGINAL TIME AUTHORIZED..... 120 CALENDAR

ORIGINAL BID AMOUNT..... \$136,360.00

CURRENT AUTHORIZED TIME..... 120 CALENDAR

CURRENT AUTHORIZED AMOUNT.... \$136,360.00

TOTAL TIME ELAPSED TO DATE IS 28 CALENDAR

AMOUNT OF WORK ACCOMPLISHED IS \$95,925.92

PERCENTAGE OF AUTHORIZED TIME ELAPSED IS 23.3 PERCENT

PERCENTAGE OF WORK ACCOMPLISHED IS 70.3

AMOUNT OF AUTHORIZED WORK ACCOMPLISHED IS \$95,925.92

PERCENTAGE OF AUTHORIZED WORK ACCOMPLISHED IS 70.3

SUMMARY OF PAYMENTS TO THE CONTRACTOR

VALUE OF WORK ACCOMPLISHED TO DATE IS..... \$95,925.92

LESS NORMAL 10 PERCENT RETENTION  
OR RETENSION AS DIRECTED BY ENGINEER..... \$6,818.00

LESS ADDITIONAL AUTHORIZED RETENTION..... \$0.00

LESS ALL PREVIOUS PAYMENTS TO CONTRACTOR..... \$38,876.44

AMOUNT DUE CONTRACTOR THIS PAYMENT..... \$50,231.48

APPROVED BY

DIRECTOR OF FACILITIES OPERATIONS

FINANCE OFFICER OF TRANSPORTATION AGENCY

DIRECTOR

OR

DIRECTOR OF ADMINISTRATIVE SERVICES

B/S 7/14/81

CONTRACT NUMBER 80-26

WORK ORDER NO. C2869

COUNTY OF SANTA CLARA  
TRANSPORTATION AGENCY  
CONTRACT PROGRESS PAY ESTIMATE

PAGE NO. 1 OF 3

PAYMENT NO. 01--MONTHLY

PAYMENT PERIOD ENDING.....JUN 09, 1981

DATE OF PAYMENT.....JUN 10, 1981

CONTRACT DESCRIPTION.... IMPROVEMENTS, LEFT TURN LANE EXTENSIONS ON LAWRENCE EXPWY. AT VARIOUS LOCATIONS

CONTRACTOR..... PIAZZA CONSTRUCTION COMPANY

ADDRESS.....P.O. BOX 23550, SAN JOSE, CA 95153

BUDGET ACCOUNT NUMBER..... 0023-6412-2890-C99-CW9-0076-2869

THIS CONTRACT LIES WITHIN SUPERVISORIAL DISTRICT(S) VARIOUS

NOTICE TO PROCEED DATE... MAY 21, 1981 FIRST WORKING DAY.. MAY 26, 1981 EXTENDED DATE FOR COMPLETION...NOV 13, 1981

ORIGINAL TIME AUTHORIZED..... 120 CALENDAR

ORIGINAL BID AMOUNT..... \$136,360.00

CURRENT AUTHORIZED TIME..... 120 CALENDAR

CURRENT AUTHORIZED AMOUNT.... \$136,360.00

TOTAL TIME ELAPSED TO DATE IS 9 CALENDAR

AMOUNT OF WORK ACCOMPLISHED IS \$43,196.05

PERCENTAGE OF AUTHORIZED TIME ELAPSED IS 7.5 PERCENT

PERCENTAGE OF WORK ACCOMPLISHED IS 31.6

AMOUNT OF AUTHORIZED WORK ACCOMPLISHED IS \$43,196.05

PERCENTAGE OF AUTHORIZED WORK ACCOMPLISHED IS 31.6

SUMMARY OF PAYMENTS TO THE CONTRACTOR

VALUE OF WORK ACCOMPLISHED TO DATE IS..... \$43,196.05

LESS NORMAL 10 PERCENT RETENTION  
OR RETENSION AS DIRECTED BY ENGINEER..... \$4,319.61

LESS ADDITIONAL AUTHORIZED RETENTION..... \$0.00

LESS ALL PREVIOUS PAYMENTS TO CONTRACTOR..... \$0.00

AMOUNT DUE CONTRACTOR THIS PAYMENT..... \$38,876.44

APPROVED BY

DIRECTOR OF FACILITIES OPERATIONS

FINANCE OFFICER OF TRANSPORTATION AGENCY

DIRECTOR  
OR

DIRECTOR OF ADMINISTRATIVE SERVICES

RECEIVED  
COUNTY OF  
SANTA CLARA  
JUN 15 11 28 AM '81

B/S  
6/15/81

County of Santa Clara

California

*Clerk, Bd. of Supervisors*  
*Contract 80-26*  
Transportation Agency  
1555 Berger Drive  
San Jose, California 95112

May 11, 1981

**BOARD OF SUPERVISORS**  
**MAY 15 4 24 PM '81**  
**COUNTY OF**  
**SANTA CLARA**

Piazza Construction Company  
Post Office Box 23550  
San Jose, California 95153

Subject: Left Turn Lane Extensions on Lawrence Expressway  
at Various Locations, Contract No. 80-26

Gentlemen:

Contract No. 80-26 for subject Project was awarded to your organization on April 20, 1981. In accordance with Section 3-3.03 of the Standard Specifications you have 20 days from that date to come into compliance with the Board of Supervisors and the Facilities Operations Division.

We have been informed that you are in compliance with the Board of Supervisors. The Facilities Operations Division is awaiting the following compliance items:

1. List of Material Suppliers.
2. Personnel Authorized to Sign Change Orders and Extra Work Orders.
3. Name and Phone Numbers for Emergency Purposes.
4. E.E.O. Officer.
5. Subcontractors Holding Subcontracts.
6. Safety Officer.
7. Progress Schedule.
8. Contractor's Wage Rates.
9. Equipment List.

It is requested that these items be submitted as soon as possible. If you have any questions, please contact Mr. Larry Maggi or L. T. Sullivan at (408) 299-2591.

Very truly yours,

*N. L. Cianciarulo*  
N. L. Cianciarulo  
Director of Facilities Operations

NLC: kv  
cc: Clerk, Board of Supervisors  
LM/TAC  
JM/LTS  
LFM  
Project Inspector



May 13, 1981

Franklin D. Ruona, Vice President/General Manager  
Piazza Construction Company, Inc.  
Post Office Box 23550  
San Jose, California 95153

Subject: Contract No. 80-26, Plan for Left Turn Lane Extensions  
Lawrence Expressway at Various Locations

Dear Mr. Ruona:

Please be advised that the preliminary requirements necessary on your part prior to receiving authorization to proceed with captioned project are now in full compliance with the specifications and contract documents. A fully executed copy of this Agreement is enclosed for your records.

It should be noted that this letter does not constitute an authorization to proceed, such notice being issued by the Transportation Agency.

Very truly yours,

BOARD OF SUPERVISORS  
Donald M. Rains, Clerk

By:  
Deputy Clerk

vas

Enclosure

CC: Transportation Agency

STATE OF CALIFORNIA

COUNTY OF SANTA CLARA



OFFICIAL SEAL

CONNIE PORRAS

NOTARY PUBLIC - CALIFORNIA  
PRINCIPAL OFFICE IN THE  
COUNTY OF SANTA CLARA

Comm. Exp. Feb. 3, 1984

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Cowdery's Form No. 28 - Acknowledgement  
Corporation (C. C. Secs. 1190-1190.1)

On this 20th day of APRIL in the year one thousand nine hundred and 81, before me, CONNIE PORRAS, a Notary Public, State of California, duly commissioned and sworn, personally appeared \_\_\_\_\_

FRANKLIN D. RUONA

known to me to be the VICE PRESIDENT/GEN. MGR. of the corporation described in and that executed the within instrument, and also known to me to be the person \_\_\_\_\_ who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same \_\_\_\_\_.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the SAID County of SANTA CLARA \_\_\_\_\_ the day and year in this certificate first above written.

Connie Porras  
Notary Public, State of California

My commission expires FEBRUARY 3, 1984

# AGREEMENT

THIS IS AN AGREEMENT between the County of Santa Clara (hereinafter referred to as "owner") and Piazza Construction Company, Inc. (hereinafter referred to as "Contractor").

Owner and Contractor for the consideration hereinafter named agree as follows:

## SECTION 1 - SCOPE OF WORK

Contractor shall furnish all materials and perform all of the work for the construction of Plan for Left Turn Lane Extensions Lawrence Expressway at Various Locations in accordance with the Contract Documents:

## SECTION 2 - CONTRACT PRICE

As full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement, also for all loss or damage, arising out of the nature of the work aforesaid, or from the actions of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by Owner, and for all risks of every description connected with the work, also for all expenses incurred by or in consequence of the suspension or discontinuance of work, and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents, Owner shall pay the amount specified by Contractor in Contractor's Bid Form.

## SECTION 3 - CONTRACT DOCUMENTS

All rights and obligations of Owner and Contractor are fully set forth and described in the Contract Documents. All parts of the Contract Documents are intended to be correlated so that any work called for in one part and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The Contract Documents are incorporated herein by reference the same as though set out in full.

## SECTION 4 - BEGINNING OF WORK

Following the execution of this agreement and the approval of bonds and insurance policies and certificates, Owner shall issue a Notice to Proceed with the work.

## SECTION 5 - TIME OF COMPLETION

The work called for herein shall be commenced within ten (10) days of the Notice to Proceed issued by Owner and shall be fully completed within the time limit set forth in the Notice to Bidders.

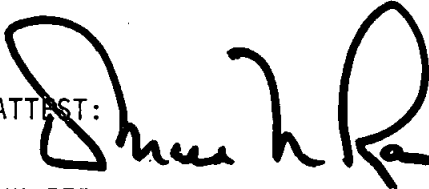
The first day charged shall be the 11th day following the date of the Notice to Proceed. Should the 11th day fall on a Saturday, Sunday or Holiday, the following day shall be the first day charged.

## SECTION 6 - CONTRACTOR'S LICENSE

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a Contractor may be referred to the registrar of the board whose address is: Contractors' State License Board, 1020 "N" Street, Sacramento, California 95814.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 20th day of April, 1981.

ATTEST:



Clerk of the Board of Supervisors  
Donald M. Rains

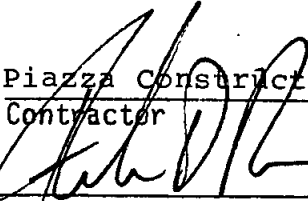
COUNTY OF SANTA CLARA



Chairman of the Board of Supervisors  
Rod Diridon

Piazza Construction Company, Inc.  
Contractor

By



FRANKLIN D. RUONA

Title VICE PRESIDENT/GENERAL MANAGER

Post Office Box 23550, San Jose 95153  
(Business Address)

374786

(Contractor's License No.)

(Acknowledgement for Contractor's Signature)

California



April 30, 1981

MAY 7 11 23 AM '81  
COUNTY OF  
SANTA CLARA  
BOARD OF SUPERVISORS

Piazza Construction Company  
Post Office Box 23550  
San Jose, California 95153

Subject: Left Turn Lane Extensions on Lawrence Expressway  
at Various Locations, Contract No. 80-26

Gentlemen:

Contract No. 80-26 for subject Project was awarded to your organization on April 20, 1981. In accordance with Section 3-3.03 of the Standard Specifications you have 20 days from that date to come into compliance with the Board of Supervisors and the Facilities Operations Division.

The Facilities Operations Division is awaiting the following compliance items:

1. List of Material Suppliers.
2. Personnel Authorized to Sign Change Orders and Extra Work Orders.
3. Name and Phone Numbers for Emergency Purposes.
4. E.E.O. Officer.
5. Subcontractors Holding Subcontracts.
6. Safety Officer.
7. Progress Schedule.
8. Contractor's Wage Rates.
9. Equipment List.

It is requested that these items be submitted as soon as possible. If you have any questions, please contact Mr. Larry Maggi or L. T. Sullivan at (408) 299-2591.

Very truly yours,

N. L. Cianciarulo  
Director of Facilities Operations

NLC:nc

cc: Clerk, Board of Supervisors  
LM/TAC  
JM/LTS  
LFM  
JKB

OUT

MAY 6 3 09 PM '81

TRANSPORTATION  
AGENCY  
FACILITIES  
OPERATIONS



CONSTRUCTION COMPANY

PHONE (408) 225-2033

May 6, 1981

Clerk of the Board of Supervisors  
County of Santa Clara  
County Government Center, East Wing  
70 West Hedding St.  
San Jose, Ca. 95110

Attention: Valerie A. Sweeney  
Deputy Clerk

RE: Left Turn Lane Extensions on Lawrence Expressway  
at Various Locations, County Contract No. 80-26  
PCC Job #81-018

Gentlemen:

Transmitted herewith please find the signed original and one (1) copy  
of the Agreement for the referenced project.

Also enclosed are the completed Performance Bond and Payment Bond for  
Public Works forms and the required Certificates of Insurance forms.

Please return a fully executed copy of the Agreement for our records.

Very truly yours,

PIAZZA CONSTRUCTION COMPANY

Franklin D. Ruona  
Vice President/General Manager

FDR:cp

Enclosures

CERTIFICATE OF INSURANCE

Issued at the Request of  
COUNTY OF SANTA CLARA

(TO BE COMPLETED BY REQUESTING DEPT/AGENCY)

Requesting Dept/Agency Contract 80-26, Plan for Left  
Board of Supervisors Turn Lane Extensions Lawrence  
County Representative Handling Expressway at Various Locations  
Valerie Sweeney, Deputy Clerk

Insured or Insurance Company,  
Please return to:

Board of Supervisors  
Santa Clara County  
XXXXXXX Gov't  
70 W. Hedding Street Center, East  
San Jose, California 95110 Wing

This is to Certify that the Company named below

A. EMPLOYERS OF WAUSAU  
(Insurance Company)  
B. MISSION INSURANCE COMPANY  
(Insurance Company)

Has issued to:

Named Insured and Address  
PIAZZA CONSTRUCTION CONSTRUCTION and Address  
P.O. BOX 23550  
SAN JOSE, CALIFORNIA

Producer

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

The policy listed below

HAZARDS	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	COVERAGES AND LIMITS OF LIABILITY			
				BODILY INJURY LIABILITY		PROPERTY DAMAGE LIABILITY	
				EACH PERSON	EACH OCCURRENCE	EACH OCCURRENCE	AGGREGATE
COMPREHENSIVE GENERAL LIAB. INCLUDING BLANKET CONTRACTURAL LIAB.	0621 00 039647	8/1/80	8/1/81	\$ .000	Combined Limits		
				\$ 500 .000	\$ 500 .000	\$ 250.000	\$ 250.000
				\$ 500 .000			
PERSONAL INJURY LIABILITY	" "	" "	" "	\$ 500 .000	\$ 500 .000		
PRODUCTS - COMPLETED OPERATIONS	" "	" "	" "	\$ .000	Combined Limits		
				\$ 500 .000	\$ 500 .000	\$ 250.000	\$ 250.000
AGGREGATE					\$ 500 .000		
COMPREHENSIVE AUTO LIAB. OWNED & NON-OWNED	0621 02 039647	"	"	\$ 600 .000	Combined Limits		
				\$ .000	\$ .000	\$ .000	
WORKMEN'S COMPENSATION	0611 00 039647			COMPENSATION STATUTORY STATE(S)			
UNBRELLA OR EXCESS COVERAGE	M 863021	8/1/80	8/1/81	\$1,000,000	\$ .000	\$ 1,000 .000	
OTHER							

LOCATION AND DESCRIPTION OF OPERATIONS, AUTOMOBILES, CONTRACTS, ETC. (FOR CONTRACTS, INDICATE TYPE OF AGREEMENT, PARTY AND DATE.)

- ☐ Covers any operation under contract or agreement between the County and the insured.  
☒ Specific operation: CONTRACT 80-26 PLAN FOR LEFT TURN LANE EXTENSIONS LAWRENCE EXPRESSWAY AT VARIOUS LOCATIONS,

It is hereby certified that the above policy provides insurance both in scope of coverage and in dollar amounts as required by the agreement executed by the County of Santa Clara and the insured dated ..... for project or job listed above.

This policy may not be cancelled nor the coverages reduced without 30 days prior written notice of such cancellation or reduction in coverage to the County of Santa Clara at the address shown above.

SPECIAL ENDORSEMENT

Construction and Repair Contracts require all items below.  
Other contracts require items 1, 2, 3, and 4.

Unless specifically excluded by notation below, the following paragraphs are issued for attachment to and form a part of the below numbered policy, effective on the date indicated at 12:01 a.m. Standard Time as stated in the policy.

EMPLOYERS OF WAUSAU 0621 00 039647/0621 02 039647/0611 00039647  
Company MISSION INSURANCE COMPANY Policy No. M863021 End Effective Date 4/29/81

Include also Cities of San Jose, Santa Clara, Sunnyvale, Milpitas

1. Additional Named Insureds Endorsements: Such insurance as is afforded by this policy shall also apply to the County of Santa Clara and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively as additional insureds. ☐ Excluded
2. Notice of Cancellation or Change in Coverage Endorsement: This policy may not be cancelled nor the coverage reduced by the Company without 30 days prior written notice of such cancellation or reduction in coverage to the County of Santa Clara at the address shown on the Certificate of Insurance. ☐
3. Contractual Endorsement: It is agreed this policy shall apply to liability assumed by the insured under written contract with the County of Santa Clara. ☐
4. Such insurance as is afforded by the additional insured endorsement shall apply as primary insurance and that other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. ☐
5. XCU Endorsement: It is agreed this policy has been issued so that coverage is provided for XC and U. ☐
6. Broad Form Property Damage: It is agreed the provisions of this policy have been extended to provide Broad Form Property Damage coverage. ☐

Signed by

Authorized Representative

Authorized Representative

REV 2/78

STATE OF CALIFORNIA

COUNTY OF SANTA CLARA



OFFICIAL SEAL  
CONNIE PORRAS  
NOTARY PUBLIC - CALIFORNIA  
PRINCIPAL OFFICE IN THE  
COUNTY OF SANTA CLARA  
Comm. Exp. Feb. 3, 1984

This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The publisher does not make any warranty, either express or implied, as to the legal validity of any provision or the suitability of these forms in any specific transaction.

Cowdery's Form No. 28 — Acknowledgement

Corporation (C. C. Secs. 1190-1190.1)

On this 4th day of MAY in the year one  
thousand nine hundred and 81, before me,  
CONNIE PORRAS, a Notary Public, State of California,  
duly commissioned and sworn, personally appeared \_\_\_\_\_

FRANKLIN D. RUONA

known to me to be the VICE PRESIDENT/GEN. MGR of the corporation  
described in and that executed the within instrument, and also known to  
me to be the person \_\_\_\_\_ who executed the within instrument on behalf  
of the corporation therein named, and acknowledged to me that such  
corporation executed the same \_\_\_\_\_.

IN WITNESS WHEREOF I have hereunto set my hand and affixed  
my official seal in the SAID County of SANTA CLARA  
\_\_\_\_\_ the day and year in this certificate first above written.

Connie Porras

Notary Public, State of California

My commission expires FEBRUARY 3, 1984



State of California

County of San Francisco

On May 4, 1981, before me, the undersigned,  
} ss. a Notary Public of said county and state, personally appeared

Rich Wassall,  
known to me to be the Attorney-in-Fact of

INDUSTRIAL INDEMNITY COMPANY,  
the Corporation that executed the within instrument, and known  
to me to be the person who executed the said instrument on  
behalf of the Corporation therein named, and acknowledged to  
me that such Corporation executed the same.



CYNTHIA L. LEWIS  
NOTARY PUBLIC - CALIFORNIA  
CITY & COUNTY OF SAN FRANCISCO  
My Commission Expires JAN. 20, 1984

*Cynthia L. Lewis*  
NOTARY PUBLIC

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the Board of Supervisors of the County of Santa Clara, State of California, has awarded to PIAZZA CONSTRUCTION COMPANY (INC.) (hereinafter designated as "Principal") a contract for Left Turn Lane Extensions Lawrence Expressway at Various Locations, Contract #80-26: and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract,

NOW, THEREFORE, we, the Principal and INDUSTRIAL INDEMNITY COMPANY as Surety, are held and firmly bound unto the County of Santa Clara (hereinafter called "County"), in the penal sum of One Hundred Thirty-six Thousand Three Hundred Sixty and no/100 Dollars-----(\$ 136,360.00--) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless County, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

And the said Surety for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the contract or to the work or to the specifications.

In the event suit is brought upon this bond by County and judgment is recovered, Surety shall pay all costs incurred by County in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF two identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by Principal and Surety above named, on the 4th day of May, 1981.

PIAZZA CONSTRUCTION COMPANY (INC.) (Seal)

By [Signature] (Seal)

FRANKLIN D. RUONA  
VICE PRESIDENT/GENERAL MANAGER (Seal)  
(Principal)

INDUSTRIAL INDEMNITY COMPANY (Seal)

By [Signature] (Seal)

Rich Wassall, Attorney in Fact (Seal)  
(Surety)

255 California Street

San Francisco, California 94111  
(Address)

received 5-28-81 VAS

STATE OF CALIFORNIA

COUNTY OF SANTA CLARA



OFFICIAL SEAL

CONNIE PORRAS

NOTARY PUBLIC - CALIFORNIA  
PRINCIPAL OFFICE IN THE  
COUNTY OF SANTA CLARA

Comm. Exp. Feb. 3, 1984

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Cowdery's Form No. 28 — Acknowledgement

Corporation (C. C. Secs. 1190-1190.1)

On this 4th day of MAY in the year one  
thousand nine hundred and 81, before me,  
CONNIE PORRAS, a Notary Public, State of California,  
duly commissioned and sworn, personally appeared \_\_\_\_\_

FRANKLIN D. RUONA

known to me to be the VICE PRESIDENT/GEN. MGR of the corporation  
described in and that executed the within instrument, and also known to  
me to be the person \_\_\_\_\_ who executed the within instrument on behalf  
of the corporation therein named, and acknowledged to me that such  
corporation executed the same \_\_\_\_\_.

IN WITNESS WHEREOF I have hereunto set my hand and affixed  
my official seal in the SAID County of SANTA CLARA  
\_\_\_\_\_ the day and year in this certificate first above written.

Notary Public, State of California

My commission expires FEBRUARY 3, 1984

State of California

County of San Francisco

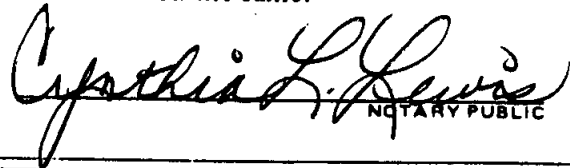
{ ss. On May 4, 1981, before me, the undersigned,  
a Notary Public of said county and state, personally appeared

Rich Wassall,

known to me to be the Attorney-in-Fact of

INDUSTRIAL INDEMNITY COMPANY,

the Corporation that executed the within instrument, and known  
to me to be the person who executed the said instrument on  
behalf of the Corporation therein named, and acknowledged to  
me that such Corporation executed the same.

  
NOTARY PUBLIC



CYNTHIA L. LEWIS  
NOTARY PUBLIC - CALIFORNIA  
CITY & COUNTY OF SAN FRANCISCO  
My Commission Expires JAN. 20, 1984

# PERFORMANCE BOND FOR PUBLIC WORKS

Bond No. YS 818-5515  
Premium: Included in  
Performance Bond

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the Board of Supervisors of the County of Santa Clara, State of California, and PIAZZA CONSTRUCTION COMPANY (INC.) (hereinafter designated as "Principal") have entered into an agreement for the furnishing of all materials, labor, services and transportation, necessary, convenient and proper to Left Turn Lane Extensions Lawrence Expressway at Various Locations, Contract #80-26

which said Agreement dated April 20, 19 81 and all of the Contract Documents attached to or forming a part of said Agreement, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a bond in connection with said contract;

NOW THEREFORE, we, the Principal and INDUSTRIAL INDEMNITY COMPANY as Surety, are held and firmly bound unto the Public Entity in the penal sum of One Hundred Thirty-six Thousand Three Hundred Sixty & no/100 Dollars-----(\$136,360.00---), Lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, the Surety will pay for the same, in an amount not exceeding the sum hereinabove specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining to or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Public Entity and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the California Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF two identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 4th day of May, 1981.

PIAZZA CONSTRUCTION COMPANY (INC.) (Seal)

By [Signature] (Seal)

FRANKLIN D. RUONA (Seal)  
VICE PRESIDENT / GENERAL MANAGER

INDUSTRIAL INDEMNITY COMPANY (Seal)

By [Signature] (Seal)

Rich Wassall, Attorney in Fact (Seal)

(Surety)

255 California Street

San Francisco, California 94111

(Address)

NOTE: Signatures of those executing for Surety must be properly acknowledged.

noted 5-7-81

# Power of Attorney #GK

INDUSTRIAL  
INDEMNITY

HOME OFFICE - SAN FRANCISCO

Know all men by these presents:

That INDUSTRIAL INDEMNITY COMPANY, a corporation organized and existing under the laws of the State of California, and having its principal office in the City of San Francisco, State of California, does hereby make, constitute and appoint

-----RICH WASSALL-----

its true and lawful attorney-in-fact for it and in its name, place and stead to execute on its behalf as surety, bonds, undertakings, stipulations, consents and all contracts of suretyship and to attach its corporate seal to such obligations in favor of all obligees, provided that the liability of the Company as surety under his authority in no one instance shall exceed the sum of

-----UNLIMITED-----

and reserving to itself full power of substitution and revocation.

This Power of Attorney is made and executed in accordance with the Resolution adopted by the Board of Directors of INDUSTRIAL INDEMNITY COMPANY at a meeting held on the 27th day of September, 1972, reading as follows:

"RESOLVED, that the Chairman of the Board or President or Executive Vice President or Senior Vice President of the Company, in conjunction with the Secretary or an Assistant Secretary of this Company, be and he hereby is authorized to execute, acknowledge or verify Powers of Attorney qualifying selected attorneys-in-fact to act under such Powers of Attorney to execute on behalf of Industrial Indemnity Company bonds, undertakings, stipulations, consents and all contracts of suretyship, and to attach the corporate seal thereto;

"RESOLVED, FURTHER, that the signatures of said officers so authorized by this Company may be printed facsimile, lithographed or otherwise produced, and that the facsimile signature of any person who shall have been such officer of this Company at the time of such execution, acknowledgment or verification may continue to be used for the purpose hereinabove stated and will be binding on this Company, notwithstanding the fact that he may have ceased to be such officer at the time when such instruments shall be issued."

In witness whereof, INDUSTRIAL INDEMNITY COMPANY has caused these presents to be signed and its corporate seal to be affixed by its proper officers, at the City of San Francisco, California, this 24th day of February, 1976.

Attest:



Roxani M. Gillespie  
Roxani M. Gillespie, Secretary

INDUSTRIAL INDEMNITY COMPANY

By J. G. LaPlante  
J. G. LaPlante  
Senior Vice President

STATE OF CALIFORNIA }  
CITY AND COUNTY OF SAN FRANCISCO } ss.

On this 24th day of February, 1976, before me, Mary Mueller,  
a notary public in and for the City and County of San Francisco, State of California, personally appeared  
J. G. LaPlante and Roxani M. Gillespie

known to me to be the Senior Vice President and Secretary of the corporation which executed the within instrument, and acknowledged to me that such corporation executed the same, and that the resolution referred to in the preceding instrument is a true and correct copy of the resolution duly passed at a meeting of the Board of Directors on September 27, 1972, and that the same is in full force and effect.

In witness whereof, I have hereto set my hand and affixed my official seal the day and year in this certificate first above written.



Mary Mueller  
Notary Public in and for the City and County  
of San Francisco, State of California

I, L. E. Mulryan, Secretary of INDUSTRIAL INDEMNITY COMPANY, do hereby certify that I have compared the Power of Attorney granted herein and the Resolution recited herein with the originals now on file in the principal office of said Company, and that the same are correct transcripts therefrom and of the whole of the said originals, and that said Power of Attorney has not been revoked but is still in full force and effect.

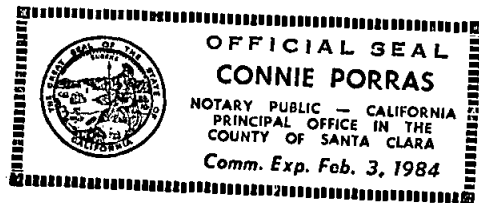
In witness whereof, I have hereunto subscribed my name as such officer and affixed the seal of INDUSTRIAL INDEMNITY COMPANY at the City of San Francisco, California, this 4th day of May, 1981.

SEAL

L. E. Mulryan  
L. E. Mulryan, Secretary

STATE OF CALIFORNIA

COUNTY OF SANTA CLARA



This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The publisher does not make any warranty, either express or implied, as to the legal validity of any provision or the suitability of these forms in any specific transaction.

Cowdery's Form No. 28 — Acknowledgement  
Corporation (C. C. Secs. 1190-1190.1)

On this 4th day of MAY in the year one  
thousand nine hundred and 81, before me,  
CONNIE PORRAS, a Notary Public, State of California,  
duly commissioned and sworn, personally appeared \_\_\_\_\_  
FRANKLIN D. RUONA

known to me to be the VICE PRESIDENT/GEN. MGR. of the corporation  
described in and that executed the within instrument, and also known to  
me to be the person \_\_\_\_\_ who executed the within instrument on behalf  
of the corporation therein named, and acknowledged to me that such  
corporation executed the same \_\_\_\_\_.

IN WITNESS WHEREOF I have hereunto set my hand and affixed  
my official seal in the SAID County of SANTA CLARA  
\_\_\_\_\_ the day and year in this certificate first above written.

Connie Porras  
Notary Public, State of California  
My commission expires FEBRUARY 3, 1984

State of California

County of San Francisco

On May 4, 1981, before me, the undersigned,  
} ss. a Notary Public of said county and state, personally appeared

Rich Wassall,  
known to me to be the Attorney-in-Fact of

INDUSTRIAL INDEMNITY COMPANY,  
the Corporation that executed the within instrument, and known  
to me to be the person who executed the said instrument on  
behalf of the Corporation therein named, and acknowledged to  
me that such Corporation executed the same.

*Cynthia L. Lewis*  
NOTARY PUBLIC



CYNTHIA L. LEWIS  
NOTARY PUBLIC - CALIFORNIA  
CITY & COUNTY OF SAN FRANCISCO  
My Commission Expires JAN. 20, 1984



PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the Board of Supervisors of the County of Santa Clara, State of California, has awarded to PIAZZA CONSTRUCTION COMPANY (INC.) (hereinafter designated as "Principal") a contract for Left Turn Lane Extensions Lawrence Expressway at Various Locations, Contract #80-26: and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract,

NOW, THEREFORE, we, the Principal and INDUSTRIAL INDEMNITY COMPANY as Surety, are held and firmly bound unto the County of Santa Clara (hereinafter called "County"), in the penal sum of one Hundred Thirty-six Thousand Three Hundred Sixty and no/100 Dollars-----(\$ 136,360.00--) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless County, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

And the said Surety for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the contract or to the work or to the specifications.

In the event suit is brought upon this bond by County and judgment is recovered, Surety shall pay all costs incurred by County in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF two identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by Principal and Surety above named, on the 4th day of May, 1981.

PIAZZA CONSTRUCTION COMPANY (INC.) (Seal)

By [Signature] (Seal)

FRANKLIN D. RUONA

VICE PRESIDENT/GENERAL MANAGER (Seal)  
(Principal)

INDUSTRIAL INDEMNITY COMPANY (Seal)

By [Signature] (Seal)

Rich Wassall, Attorney in Fact

(Seal)  
(Surety)

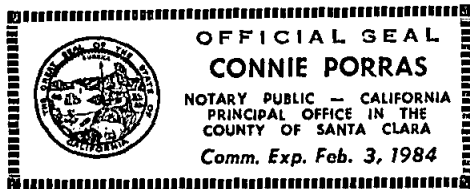
255 California Street

San Francisco, California 94111  
(Address)

NOTE: Signature of those executing for Surety must be properly acknowledged.

STATE OF CALIFORNIA

COUNTY OF SANTA CLARA



This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The publisher does not make any warranty, either express or implied, as to the legal validity of any provision or the suitability of these forms in any specific transaction.

Cowdery's Form No. 28 — Acknowledgement

Corporation (C. C. Secs. 1190-1190.1)

On this 4th day of MAY in the year one  
thousand nine hundred and 81, before me,  
CONNIE PORRAS, a Notary Public, State of California,  
duly commissioned and sworn, personally appeared \_\_\_\_\_

FRANKLIN D. RUONA

known to me to be the VICE PRESIDENT/GEN. MGR. of the corporation  
described in and that executed the within instrument, and also known to  
me to be the person \_\_\_\_\_ who executed the within instrument on behalf  
of the corporation therein named, and acknowledged to me that such  
corporation executed the same \_\_\_\_\_.

IN WITNESS WHEREOF I have hereunto set my hand and affixed  
my official seal in the SAID County of SANTA CLARA  
\_\_\_\_\_ the day and year in this certificate first above written.

Connie Porras  
Notary Public, State of California  
My commission expires FEBRUARY 3, 1984

State of California

County of San Francisco

On May 4, 1981, before me, the undersigned,  
} ss. a Notary Public of said county and state, personally appeared

Rich Wassall

known to me to be the Attorney-in-Fact of

INDUSTRIAL INDEMNITY COMPANY

the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

Cynthia L. Lewis  
NOTARY PUBLIC



CYNTHIA L. LEWIS  
NOTARY PUBLIC - CALIFORNIA  
CITY & COUNTY OF SAN FRANCISCO  
My Commission Expires JAN. 20, 1984

# PAIEMENT BOND FOR PUBLIC WORKS

Bond No. YS 818-5515  
Premium: Included in  
Performance Bond

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the Board of Supervisors of the County of Santa Clara, State of California, and PIAZZA CONSTRUCTION COMPANY (INC.) (hereinafter designated as "Principal") have entered into an agreement for the furnishing of all materials, labor, services and transportation, necessary, convenient and proper to Left Turn Lane Extensions Lawrence Expressway at Various Locations, Contract #80-26

which said Agreement dated April 20, 1981 and all of the Contract Documents attached to or forming a part of said Agreement, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a bond in connection with said contract;

NOW THEREFORE, we, the Principal and INDUSTRIAL INDEMNITY COMPANY as Surety, are held and firmly bound unto the Public Entity in the penal sum of One Hundred Thirty-six Thousand Three Hundred Sixty & no/100 Dollars-----(\$136,360.00---), Lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, the Surety will pay for the same, in an amount not exceeding the sum hereinabove specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining to or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Public Entity and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the California Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF two identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 4th day of May, 1981.

PIAZZA CONSTRUCTION COMPANY (INC.) (Seal)

By [Signature] (Seal)

FRANKLIN D. RUONA  
VICE PRESIDENT/GENERAL MANAGER (Seal)  
(Principal)

INDUSTRIAL INDEMNITY COMPANY (Seal)

By [Signature] (Seal)

Rich Wassall, Attorney in Fact (Seal)  
(Surety)

255 California Street

San Francisco, California 94111  
(Address)

NOTE: Signatures of those executing for Surety must be properly acknowledged.

# Power of Attorney #GK

INDUSTRIAL  
INDEMNITY

HOME OFFICE - SAN FRANCISCO

Know all men by these presents:

That INDUSTRIAL INDEMNITY COMPANY, a corporation organized and existing under the laws of the State of California, and having its principal office in the City of San Francisco, State of California, does hereby make, constitute and appoint

-----RICH WASSALL-----

its true and lawful attorney-in-fact for it and in its name, place and stead to execute on its behalf as surety, bonds, undertakings, stipulations, consents and all contracts of suretyship and to attach its corporate seal to such obligations in favor of all obligees, provided that the liability of the Company as surety under his authority in no one instance shall exceed the sum of

-----UNLIMITED-----

and reserving to itself full power of substitution and revocation.

This Power of Attorney is made and executed in accordance with the Resolution adopted by the Board of Directors of INDUSTRIAL INDEMNITY COMPANY at a meeting held on the 27th day of September, 1972, reading as follows:

"RESOLVED, that the Chairman of the Board or President or Executive Vice President or Senior Vice President of the Company, in conjunction with the Secretary or an Assistant Secretary of this Company, be and he hereby is authorized to execute, acknowledge or verify Powers of Attorney qualifying selected attorneys-in-fact to act under such Powers of Attorney to execute on behalf of Industrial Indemnity Company bonds, undertakings, stipulations, consents and all contracts of suretyship, and to attach the corporate seal thereto;

"RESOLVED, FURTHER, that the signatures of said officers so authorized by this Company may be printed facsimile, lithographed or otherwise produced, and that the facsimile signature of any person who shall have been such officer of this Company at the time of such execution, acknowledgment or verification may continue to be used for the purpose hereinabove stated and will be binding on this Company, notwithstanding the fact that he may have ceased to be such officer at the time when such instruments shall be issued."

In witness whereof, INDUSTRIAL INDEMNITY COMPANY has caused these presents to be signed and its corporate seal to be affixed by its proper officers, at the City of San Francisco, California, this 24th day of February, 1976.

Attest:

INDUSTRIAL INDEMNITY COMPANY



*Roxani M. Gillespie*  
Roxani M. Gillespie, Secretary

By *J. G. LaPlante*  
J. G. LaPlante  
Senior Vice President

STATE OF CALIFORNIA  
CITY AND COUNTY OF SAN FRANCISCO } ss.

On this 24th day of February, 1976, before me, Mary Mueller, a notary public in and for the City and County of San Francisco, State of California, personally appeared J. G. LaPlante and Roxani M. Gillespie

known to me to be the Senior Vice President and Secretary of the corporation which executed the within instrument, and acknowledged to me that such corporation executed the same, and that the resolution referred to in the preceding instrument is a true and correct copy of the resolution duly passed at a meeting of the Board of Directors on September 27, 1972, and that the same is in full force and effect.

In witness whereof, I have hereto set my hand and affixed my official seal the day and year in this certificate first above written.



*Mary Mueller*  
Notary Public in and for the City and County  
of San Francisco, State of California

I, L. E. Mulryan, Secretary of INDUSTRIAL INDEMNITY COMPANY, do hereby certify that I have compared the Power of Attorney granted herein and the Resolution recited herein with the originals now on file in the principal office of said Company, and that the same are correct transcripts therefrom and of the whole of the said originals, and that said Power of Attorney has not been revoked but is still in full force and effect.

In witness whereof, I have hereunto subscribed my name as such officer and affixed the seal of INDUSTRIAL INDEMNITY COMPANY at the City of San Francisco, California, this 4th day of May, 1981.

SEAL

*L. E. Mulryan*  
L. E. Mulryan, Secretary

THIS IS BEING FORWARDED TO YOU  
FOR YOUR CBMIS ~~TRY~~ AND TRANSMITTAL  
TO FINANCE

Item M-11  
4/20/81

No. \_\_\_\_\_

Job No. \_\_\_\_\_ 80-26

Change Order No. \_\_\_\_\_

BOARD OF SUPERVISORS  
SANTA CLARA COUNTY

DATE April 29, 1981

The following contract was awarded ~~or change order was approved~~ by the  
Board of Supervisors at a meeting held:

\_\_\_\_\_ April 20, 1981

Project to be charged Plan for Left Turn Lane Extensions Lawrence  
Expressway at Various Locations

For the amount of \$ 136,360.00  
Piazza Construction Company, Inc.

Contractor Post Office Box 23550, San Jose 95153

Completion Date 120 Working Days

Budget Item ---- (for Controller's use)

*Donald M. Rains / vas*

DONALD M. RAINS  
Clerk of the Board

vas

WHITE ---- CONTROLLER  
CANARY ---- FILE  
PINK ---- Transportation Agency  
GOLD. ROD " " "

April 29, 1981

Franklin D. Ruona, Vice President & General Manager  
Piazza Construction Company, Inc.  
Post Office Box 23550  
San Jose, California 95153

Subject: Agreement for Plan for Left Turn Lane Extensions Lawrence Expressway  
at Various Locations, Contract 80-26

Dear Mr. Ruona:

Enclosed please find the original and a copy of the captioned Agreement. Please execute both copies and have them notarized before returning them to this office.

We have written to your Insurance Agent as designated on your bid form regarding the required bonds and insurance certificates. A copy of this letter is enclosed for your information.

After the Agreements, bonds and insurance are in order, a fully executed copy of the Agreement will be returned to you for your records.

Sincerely,

BOARD OF SUPERVISORS  
Donald M. Rains, Clerk

By:  
Deputy Clerk

vas

Enclosures

CC: Transportation Agency

April 29, 1981

Corroon & Black/Miller & Ames  
Post Office Box 3995  
San Francisco, California 94119

Subject: Contract #80-26, Plan for Left Turn Lane Extensions Lawrence Expressway at  
Various Locations, Piazza Construction Company, Inc., Contractor

Gentlepersons:

The Board of Supervisors at its meeting of April 20, 1981 awarded the captioned project to the low bidder as shown above who has designated your firm as his Insurance Agent or Broker. In order to comply with the insurance provisions of the captioned contract, the following items must be returned within 20 days after notification of acceptance of bid:

1. The enclosed Certificate of Insurance covering:

	<u>Bodily Injury Limits</u>	<u>Property Damage Limits</u>
General Liability	\$1,000,000	\$500,000
Automobile Liability	\$1,000,000	\$500,000
Workers' Compensation	Statutory Limits \$500,000	

2. Endorsements:

- A. Endorsement adding County of Santa Clara and Cities of San Jose, Santa Clara, Sunnyvale and Milpitas as Additional Insureds. (See Certificate)
- B. Endorsement providing Indemnification (Blanket Contractual or Specific Contractual Coverage.)
- C. Thirty-day written Notice of Cancellation.
- D. Endorsement to provide XCU Coverage.
- E. Broad Form Property Damage.
- F. Personal Injury Coverage.

3. Also required are Performance and Payment Bonds to the full amount of the Contract. Partially completed forms are enclosed for your use.

Please transmit all Bonds and Insurance Certificates to this office at the address shown above.

Sincerely,

BOARD OF SUPERVISORS  
Donald M. Rains, Clerk

vas  
CC: Contractor  
Enclosures

By:  
Deputy Clerk



EXTRACT OF PUBLIC WORKS CONTRACT AWARD

TO: California Department of Industrial Relations  
Division of Apprenticeship Standards  
P. O. Box 803  
San Francisco CA 94101

DAS USE ONLY.

P/W.# \_\_\_\_\_

Log date \_\_\_\_\_ N/C ☐

FROM: AWARDING AGENCY

COUNTY OF SANTA CLARA  
Office of the Board of Supervisors  
County Government Center, East Wing  
70 West Hedding Street  
San Jose, California 95110

A CONTRACT TO PERFORM PUBLIC WORKS UNDER LABOR CODE SEC. 1777.5 HAS BEEN AWARDED TO:

Name of General Contractor		Contractor's License Number	
Piazza Construction Company, Inc.		374786	
Mail address (Street No. or P. O. Box)	City	Zip code	Telephone
Post Office Box 23550	San Jose	95153	----
Address or location of Public Works Site (include city and/or county) Lawrence Expressway at Elko, Sandia, Monroe, Cabrillo, Benton and Moorpark			
Contract or Project Number		Dollar amount of contract award	
80-26		\$136,360.00	
Starting date	Completion date	Number of working days	
----	----	120 Working Days	
Type of construction (Highway, school, hospital, etc.)		New construction <input type="checkbox"/> Alterations <input checked="" type="checkbox"/>	
Left turn lane extensions at above locations			

Is language included in the Contract Award to effectuate the provisions of Section 1777.5, as required by the Labor Code?

☒ Yes ☐ No

Is this the first Extract of Public Works Contract Award you have sent to the Division of Apprenticeship Standards?

☒ Yes ☐ No

Signed by Natasha A.weeney Title Deputy Clerk Date 4/28/81

Note: Submittal of this Extract satisfies the following requirement of Labor Code Section 3098, Chapter 4, Division 3:

"An awarding agency whose public works contract falls within the jurisdiction of Section 1777.5 shall, within five days of the award, send a copy of the award to the Division of Apprenticeship Standards."

For further information, telephone 415-557-2950 (Public Works Contract Coordinator)  
455 Golden Gate Avenue, San Francisco, Room 3236

SECTION 112 - BID PROPOSAL

B I D F O R M

TO: The County of Santa Clara, State of California, herein called Owner:

1. Pursuant to and in compliance with your Notice to Bidders and the Contract Documents relating to the Plan for left turn lane extensions Lawrence Expressway at various locations

including Addenda Nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, the undersigned bidder, having become thoroughly familiar with the terms and conditions of the Contract Documents and with the local conditions affecting the performance and the costs of the Work at the place where the Work is to be done and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the Work within the time stated in and in strict accordance with the Contract Documents (including the furnishing of any and all labor and materials) and do all the work required to construct and to complete said work in accordance with the Contract Documents.

Total bid:

Sum of bid items 1 thru 11, inclusive:

\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(Write bid in words and figures)

Basis for award of contract

County will award the contract to the responsible bidder submitting the lowest total bid, and the contract shall be for that amount.

Bid Form - 1

SECTION 112, Page 1

*Rizzo Construction Co.*

1a. The quantities shown on the bid schedule are approximate only, being given as a basis for the comparison of bids, and the Owner does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount or class portion of work, as may be deemed necessary or advisable by the Engineer.

### BID SCHEDULE

Item No.	Quantity	Item	Unit Price	Total
1	Lump Sum	Clearing and Grubbing	L.S.	23200 <sup>00</sup>
2	1,000 C.Y.	Roadway Excavation	3 <sup>00</sup>	3000 <sup>00</sup>
3	90 Tons	Paving Asphalt	32 <sup>00</sup>	2880 <sup>00</sup>
4	1,410 Tons	Aggregate (Type "B" A.C.)	32 <sup>00</sup>	45120 <sup>00</sup>
5	100 L.F.	15" R.C.P.	20 <sup>00</sup>	2000 <sup>00</sup>
6	1 EA.	Drop Inlet (Type "C")	500 <sup>00</sup>	500 <sup>00</sup>
7	2,100 L.F.	Type B-3 Curb	2 <sup>50</sup>	5250 <sup>00</sup>
8	2,000 Sq. Ft.	P.C.C. Median	1 <sup>50</sup>	3000 <sup>00</sup>

Item No.	Quantity	Item	Unit Price	Total Cost
9	50 Tons	Sand	23 <sup>00</sup>	1150 <sup>00</sup>
10	Lump Sum	Clean Up	L.S.	260 <sup>00</sup>
11	Lump Sum	Supplemental Work	L.S.	50,000

TOTAL, Bid Items 1 thru 11, Inc. \$136360<sup>00</sup>

2. It is understood that Owner reserves the right to reject this bid, but that this bid shall remain open and shall not be withdrawn for a period of sixty (60) days from the date prescribed for its opening.

3. Attached hereto and incorporated herein is the complete and entire list of subcontractors to be employed by the undersigned in the performance of the work.

4. If written notice of the acceptance of this bid is mailed or delivered personally to the undersigned within sixty (60) days after the date set for the opening of this bid, or at any time thereafter before it is withdrawn, the undersigned bidder shall execute and deliver the Contract Documents to Owner in accordance with this bid as accepted, and will also furnish and deliver to Owner the Performance Bond, Payment Bond for Public Works as specified, and proof of insurance coverage as required in the General Conditions, all within twenty (20) days after personal delivery or after deposit in the mails of the notification of acceptance of this bid. The above mentioned bonds shall be satisfactory to, and on the forms approved by Owner.

5. Notice of acceptance or request for additional information may be addressed to the undersigned at the address set forth below.

6. The undersigned declares that this bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that the bid is genuine and not collusive or sham; that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded or agreed with any bidder or anyone else to put in a sham bid or to refrain from bidding; that the undersigned has not directly or indirectly sought by agreement, communication or conference with anyone to fix his bid price or the bid price of any other bidder, or to fix any overhead, profit or cost element of such bid price or of that of any other bidder, or to secure any advantage against the Owner or anyone interested in the proposed contract; that the only persons or parties interested in this bid as principals are those named herein; that all statements contained in this bid are true; that the undersigned has not directly or indirectly submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any other person, partnership, corporation or association except to such person or persons as have a direct financial interest in bidder's general business.

7. Wherever in this proposal an amount is stated on both words and figures, in case of discrepancy between words and figures the words shall prevail; if all or any portion of the proposal is required to be given in unit prices and totals and a discrepancy exists between any such unit prices and totals so given, the unit prices shall prevail.

8. The undersigned certifies that the Contract Documents have been thoroughly read and understood and that, except as may be specifically noted and contained in addenda, there are no discrepancies or misunderstandings as to the meaning, purpose or intent of any provision in the Contract Documents or as to the interpretation of the same. The undersigned hereby incorporates by reference the same as though set out in full all provisions of the Notice to Bidders and Information for Bidders published by Owner and pertaining to the work described in this bid.

Accompanying this proposal is Bidder's Bond words "cash", "cashier's check", "certified check", or "bidder's bond" as the case may be) in amount equal to at least ten percent of total of the bid.

The names of all persons interested in the foregoing bid as principal are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, give legal name of corporation, state where incorporated and names of the president and secretary thereof; if a partnership, give name of the firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, give first and last names in full.

---

PIAZZA CONSTRUCTION COMPANY, A CORPORATION

C. S. DAVIS, PRESIDENT

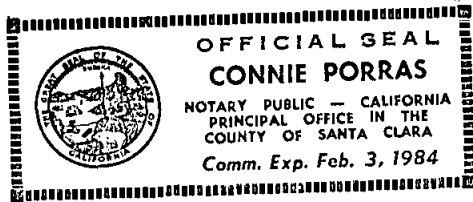
FRANKLIN D. RUONA, VICE PRESIDENT AND GENERAL MANAGER

GORDON G. FINWALL, SECRETARY AND TREASURER

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STATE OF CALIFORNIA  
COUNTY OF SANTA CLARA



This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The publisher does not make any warranty, either express or implied, as to the legal validity of any provision or the suitability of these forms in any specific transaction.

Cowdery's Form No. 28 — Acknowledgement  
Corporation (C. C. Secs. 1190-1190.1)

On this 16th day of APRIL in the year one thousand nine hundred and 81, before me, CONNIE PORRAS, a Notary Public, State of California, duly commissioned and sworn, personally appeared FRANKLIN D. RUONA

known to me to be the VICE PRESIDENT/GEN. MGR. of the corporation described in and that executed the within instrument, and also known to me to be the person        who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same       .

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the SAID County of SANTA CLARA the day and year in this certificate first above written.

Connie Porras  
Notary Public, State of California  
My commission expires FEBRUARY 3, 1984

Licensed in accordance with an act providing for the registration  
of Contractors, License No. 37-1786

Sign here:

PIAZZA CONSTRUCTION CO.

Franklin D. Ruona  
Vice President & General Manager

Signature of Bidder

NOTE: If bidder is a corporation, the legal name of the corporation  
shall be set forth above together with the signature of the officer or  
officers authorized to sign contracts on behalf of the corporation.

Bid form 4

Section 112	10 16 79 page 5
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April 11, 1978

### DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100-4113 of the Government Code of the State of California, and any amendments thereof, and, if applicable, with the requirements of County relating to projects for the construction, improvement or repair of streets or highways, including bridges, the undersigned bidder has set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the undersigned in or about the construction of the work, and each subcontractor who, under subcontract, will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications, for such work to be performed under the Contract Documents to which the attached bid is responsive, and the portion of the work which will be done by each subcontractor and for each subcontract in excess of one-half of one percent of the undersigned's total aggregate bid. Traffic signal equipment suppliers shall be listed at time of bidding on this form.

On Federally funded projects, if any subcontractor or person is listed on the "U.S. Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violations of Various public Contracts Incorporating Labor Standards Provisions," the Subcontractor or person shall not be allowed to work on the project, and substitution may be made with approval of Owner.

### DESIGNATION OF SUBCONTRACTORS

NAME OF SUBCONTRACTOR	LOCATION	DIVISION OF WORK
J. ALBANESE Concrete	Street City, Zip Telephone SANTA CLARA	Concrete

By

  
Bidder's Signature

April 11, 1978

### DESIGNATION OF SUBCONTRACTORS

In conformance with federal requirements, Contractor hereby certifies that his own organization will perform work amounting to not less than 50 percent of his total bid price, except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with his own organization. "His own organization" shall be construed to include only workmen employed and paid directly by the prime contractor and equipment owned or rented by him, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor. For purposes of this paragraph an assignment of contract work is considered synonymous with a subcontract to perform such work.

Contractor shall list the dollar value of subcontractors work below. Bidder may fill out this form after award of contract. This form must be completed before "Notice to Proceed" will be issued.

NAME OF CONTRACTOR	ADDRESS & PHONE	DIVISION OF WORK	DOLLAR VALUE OF WORK

By

  
Bidder's Signature

DESIGNATION OF INSURANCE AGENT OR BROKER

It is proposed that the following insurance agent or broker will provide policies of insurance or insurance certificates as are required by the Contract Documents.

Insurance Agent or Broker CORROON & BLACK-MILLER & ASS

Street 50 CALIFORNIA ST.

City, Zip SAN FRANCISCO 94119

Telephone (415) 981-0600

STATEMENT OF BIDDER

Please state whether you, or any officer of yours, or any employee of yours who may have a proprietary interest in your bid, have ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state or local governmental project because of a violation of law or safety regulation.

YES \_\_\_\_\_ NO ✓

If your answer is yes, explain the circumstances.

I declare under penalty of perjury that the foregoing information is true and correct.

Executed at San Jose, Ca, on April 16, 1981

Franklin D. Ruona  
Vice President & General Manager

Fair employment practices provisions

In connection with the performance of work under this contract, the contractor agrees as follows:

- (1) The contractor will not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provisions of this Fair Employment Practices Section.
- (2) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the awarding authority, advising the said labor union or worker's representative of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (3) The contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the fair employment practices commission, the awarding authority or any other appropriate agency of the State of California, designated by the awarding authority, for the purposes of investigation to ascertain compliance with the fair employment practices section of the contract.
- (4) A finding of willful violation of the fair employment practices section of the contract or of the fair employment practices act shall be regarded by the awarding authority as a basis for determining the contractor to be not a "responsible bidder" as to future contracts for which such contractor may submit bids, for revoking the contractor's prequalification rating, if any, and for refusing to establish, re-establish or renew a prequalification rating for the contractor.

The awarding authority shall deem a finding of willful violation of the fair employment practices act to have occurred upon receipt of written notice from the fair employment practices commission that it has investigated and determined that the contractor has violated the fair employment practices act and has issued an order under labor code section 1426 or obtained an injunction under labor code section 1429.

Upon receipt of such written notice from the fair employment practices commission, the awarding authority shall notify the contractor that unless he demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his pre-qualification rating will be revoked at the expiration of such period.

- (5) The contractor agrees, that should the awarding authority determine that the contractor has not complied with the fair employment practices section of this contract, then pursuant to labor code sections 1735 and 1775, the contractor shall, as a penalty to the awarding authority, forfeit, for each calendar day, or portion thereof, for each person who was denied employment as a result of such noncompliance the penalties provided in the labor code for violation of prevailing wage rates. Such monies may be recovered from the contractor. The awarding authority may deduct any such damages from any monies due the contractor.
- (6)
  - (a) Nothing contained in this fair employment practices section shall be construed in any manner or fashion so as to prevent the awarding authority from pursuing any other remedies that may be available at law.
  - (b) Nothing contained in this fair employment practices section shall be construed in any manner or fashion so as to require or permit the hiring on public works, an employee not permitted by the national labor relations act.
- (7) Prior to award of the contract, the contractor shall certify to the awarding authority that he has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority:

- (a) The contractor shall provide evidence, as required by the awarding authority, that he has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.
  - (b) The contractor shall provide evidence, as required by the awarding authority, that he has notified all sources of employee referrals, (including unions, employment agencies, advertisements, department of employment) of the content of the anti-discrimination clause.
  - (c) The contractor shall file a basic compliance report, as required by the awarding authority. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.
  - (d) Personally, or through his representatives, the contractor shall, through negotiations with the unions with whom he has agreements, attempt to develop an agreement which will:
    - 1. Spell out responsibilities for nondiscrimination in hiring, referral, upgrading and training.
    - 2. Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography, to the end that qualified minority workers will be available and given an equal opportunity for employment.
  - (e) The contractor shall notify the contracting agency of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its prequalification.
- (8) The contractor will include the provisions of the foregoing paragraphs 1 through 7 in every first tier subcontract, so that such provisions will be binding upon each such subcontractor..

11/30/77

(This certification shall be executed by the bidder in accordance with instructions in the Fair Employment Practices requirements of the Special Provisions. The bidder shall execute the certification at the time of submitting his bid.)

### FAIR EMPLOYMENT PRACTICES CERTIFICATION

To the County of Santa Clara

The undersigned in submitting a bid for performing the following work by contract, hereby certifies that he has or will meet the standard of affirmative compliance with the Fair Employment Practices requirements of these Special Provisions.

PIAZZA CONSTRUCTION CO.

Franklin D. Ruona  
Vice President & General Manager  
Signature of Bidder

P.O. Box 23550, San Jose, Ca. 95153

P.O. Box 23550, San Jose, Ca. 95153

Business Address

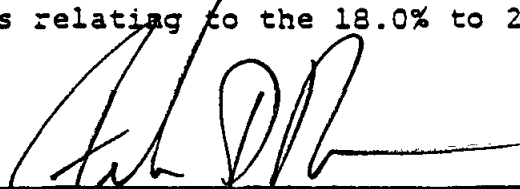
120 Granite Rock Way, San Jose, CA 95136

Place of Residence

May 12, 1978

BIDDER CERTIFICATION OF COMPLIANCE WITH  
EQUAL OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS

1. Bidder hereby certifies that he has solicited bids from the minimum number of minority contractors indicated in the guidelines provided in Bid Form 9b (page 2) for each Division of Work or contracting specialty for which a subcontract has been awarded on the project.
2. Bidder further certifies that minority contractors to whom bid solicitations were made were provided adequate time to submit bids and that bids were solicited on the dates and from the minority firms listed on Bid Form 9c with the results indicated.
3. Bidder additionally certifies that he intends to utilize the minority contractors indicated in Bid Form 9c as having submitted acceptable bids. (These contractors are included in Bid Form 5 listing of subcontractors to be utilized in the project.) Following contract award, The bidder will report to the Construction Manager, Roads Operations Division, Santa Clara County Transportation Agency, 1555 Berger Drive, San Jose, California 95112, the dollar amount of subcontracts awarded to minority contractors by name, MBE category, and Division of Work in which subcontracts were awarded.
4. Bidder also certifies that he will inform, in writing, each subcontractor utilized on the project of his Equal Opportunity/Affirmative Action obligations. This will include informing each subcontractor of his obligation to comply with the terms and requirements of Part II of the Model Federal EEO Bid Conditions including the provisions relating to the 18.0% to 21.7% minority utilization goal.



Bidder's Signature

Franklin D. Ruona  
Vice President & General Manager

April 16, 1981

Date



May 12, 1978

**GUIDELINES ON MINIMUM NUMBERS OF  
MINORITY CONTRACTORS TO BE INVITED TO BID IN  
EACH DIVISION OF WORK (CONTRACTING SPECIALTY)  
FOR WHICH A SUBCONTRACT IS AWARDED ON THE PROJECT**

Based on the known availability of minority contractors as reflected in the Minority Contractor Registry, below are indicated the numbers established as reasonable required minimums of minority contractors from whom bids must be solicited in order to be considered a "Responsible Bidder". (If desired, a copy of the Registry can be purchased at the Contract Specifications Issue Counter in Room 204, Building 2, 1555 Berger Drive, at reproduction cost.)

Solicitation of bids from minority contractors is not limited to those contractors listed in the Minority Contractor Registry. The Registry is provided as an aid only. Minority contractors with desired capabilities from whom bids are solicited can be identified through any other available means.

When bid solicitations are made to minority firms not listed in the Minority Contractor Registry, the Bidder must assure that the minority firms meet the Federal Guidelines for designation as a minority business.

A Minority Business Enterprise is defined as a business, at least 51% of which is owned by minority group members. Minority group members are defined as Hispanic persons, Asians, Blacks, American Indians, or women regardless of race or ethnicity.

All minority firms listed by the Bidder on Bid Form 9c will be subject to verification as to the validity of their designation as minority businesses.

Bid solicitations made to general minority contractors (A and B licenses) for subcontracts in any Division of Work shown in Bid Form 5 or any of the subcontracting specialties listed in Bid Form 9b, page 2, for which they have the required capability will count toward meeting the minimum bid solicitation requirement for the subcontracting specialty concerned.

Bid Form 9c must reflect the bid solicitations made for each Division of Work shown in Bid Form 5. This should include the bid solicitations made to general contractors to perform work in particular contracting specialties. For example, if a bid solicitation is made to a minority general contractor with a "B" license for a subcontract for concrete work, it must be specifically shown in Bid Form 9c that the solicitation from the general contractor was made for work in the Concrete Division of Work.

The bid solicitations made for each Division of Work must reflect the minimum number of bid solicitations required for the contracting specialty concerned as indicated in Bid Form 9b, page 2. For example, if subcontracts are awarded for Concrete, Electrical, and Fencing Divisions of Work a minimum of four minority firms must be invited to bid for the concrete work subcontract, three for the electrical subcontract, and one for the fencing subcontract.

May 12, 1978

<u>Contracting Category of Specialty</u>	<u>Minimum number to be invited to bid</u>
A General Engineering	4
B General Building Contractor	4
C- 4 Boiler, Water Heating and Steam Fitting	1
C- 6 Cabinet and Mill Work	1
C- 8 Concrete	4
C- 9 Drywall	2
C-12 Earthwork and Paving	2
C-10 Electrical (General)	3
C-13 Fencing	1
C-16 Fire Protection Engineering	1
C-15 Flooring and Floor Covering	1
C-17 Glazing	1
C- 2 Insulation and Acoustical	1
C-27 Landscaping	3
C-26 Lathing	1
C-29 Masonry	1
C-23 Ornamental Metals	1
C-32 Parking and Highway Improvement	1
C-33 Painting and Decorating	4
C-35 Plastering	1
C-36 Plumbing	2
C-38 Refrigeration	1
C-39 Roofing	2
C-42 Sanitation System	1
C-43 Sheet Metal	1
C-50 Steel Reinforcing	1
C-51 Steel Structural	1
C-53 Swimming Pools	1
C-54 Tile (Ceramic and Mosaic)	1
C-20 Warm Air-Heating, Ventilation and Air-Conditioning	3
C-61 Limited Specialties	3

C-61, Limited Specialty, is for a specialty contractor whose operations as such are the performance of construction work requiring a special skill not included in the other specialty classifications.

July 7, 1980

### MINORITY CONTRACTORS INVITED TO BID FOR SUBCONTRACTS AND RESULTS ATTAINED

In order to be considered a responsible bidder eligible for award of this contract, bidder must:

- a) give subcontractor a minimum of 3 days notice prior to bid opening for submission of bids.
- b) show compliance with this requirement at the time of the bid opening on this Bid Form 9c (revised). Bid form 9c must be filled out and submitted with bid at the same time as the bid is submitted.

[illegible]

\*MSE Categories and abbreviations: An MSE Firm is one that is 51% or more owned by a member of one of the following groups: H-Hispanic, A-Asian, B-Black, AI-American Indian, F-Female Non-Ethnic Minority, FM-Female Ethnic Minority

\*\* Division of Work: Indicate the Division of Work as shown in Bid Form 5, for the work for which bids were solicited, i.e. Concrete, Electrical, Pencing, etc.

\*\*\* "Bid Acceptable" block should be checked when contractor intends to award subcontract to the MSE firm indicated. This MSE firm should be listed in bid Form 5 as one of the subcontractors contractors intends to utilize on the project.

Bid Form 9c (Revised

SECTION 112.1

B I D D E R ' S B O N D

KNOW ALL MEN BY THESE PRESENTS:

That we, PIAZZA CONSTRUCTION COMPANY (INC.)

as Principal, and INDUSTRIAL INDEMNITY COMPANY

as Surety, are held and firmly bound unto the County of Santa Clara, a political subdivision of the State of California (hereinafter called "County") in the penal sum of Ten Percent (10%) of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to County for the Work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that a bid to County for certain construction specifically described as follows,

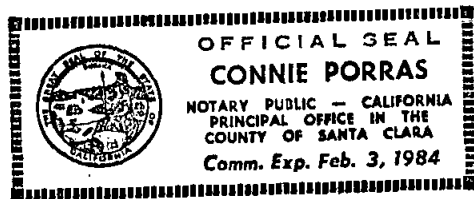
for which bids are to be opened on APRIL 16, 1981

19 81, has been submitted by Principal to County:

(Copy here the exact description of Work, including location, from bid form.) LEFT TURN LANE EXTENSIONS LAWRENCE EXPRESSWAY AT VARIOUS LOCATIONS

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening and shall within the period specified therefor, or if no period be specified, within twenty (20) days after the prescribed forms are presented to him for signature, enter into a written contract with County, in the prescribed form, in accordance with the bid as accepted and file the two bonds with County, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, or in the event of the withdrawal of said bid within the period specified or the failure to enter into such contract and give such bonds within the time specified, if the Principal shall pay the County the difference between the amount specified in said bid and the amount for which the County may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the County in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

STATE OF CALIFORNIA  
COUNTY OF SANTA CLARA



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Cowdery's Form No. 28 — Acknowledgement  
Corporation (C. C. Secs. 1190-1190.1)

On this 16th day of APRIL in the year one  
thousand nine hundred and 81, before me,  
CONNIE PORRAS, a Notary Public, State of California,  
duly commissioned and sworn, personally appeared \_\_\_\_\_

FRANKLIN D. RUONA

known to me to be the VICE PRESIDENT/GEN MGR of the corporation  
described in and that executed the within instrument, and also known to  
me to be the person \_\_\_\_\_ who executed the within instrument on behalf  
of the corporation therein named, and acknowledged to me that such  
corporation executed the same \_\_\_\_\_.

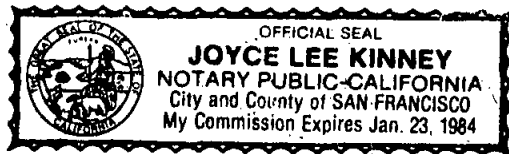
IN WITNESS WHEREOF I have hereunto set my hand and affixed  
my official seal in the SAID County of SANTA  
CLARA the day and year in this certificate first above written.

Connie Porras  
Notary Public, State of California

My commission expires FEBRUARY 3, 1984

*State of California*

*County of San Francisco*



On APRIL 16, 1981, before me, the undersigned,  
} ss. a Notary Public of said county and state, personally appeared

SHEILA O'CONNOR,

known to me to be the Attorney-in-Fact of

INDUSTRIAL INDEMNITY COMPANY,

the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

  
NOTARY PUBLIC

Surety, for value received, hereby stipulates and agrees that no change extension of time, alteration or addition to the terms of the contract on the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

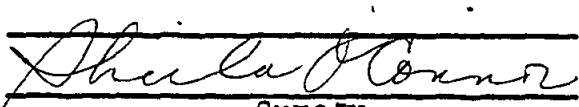
In the event suit is brought upon said bond by County and judgment is recovered, the Surety shall pay all costs incurred by County in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this  
16th day of APRIL, 19 81.

  
PIAZZA CONSTRUCTION COMPANY (INC.) (Seal)

FRANKLIN D. RUONA, VICE PRESIDENT/GENERAL MANAGER  
Principal (Seal)

INDUSTRIAL INDEMNITY COMPANY (Seal)

  
SHEILA O'CONNOR Surety ATTORNEY-IN-FACT (Seal)

255 CALIFORNIA STREET

SAN FRANCISCO, CALIFORNIA

Address

NOTE:

Signatures of those executing for Surety must be properly acknowledged.

# Power of Attorney #879

INDUSTRIAL  
INDEMNITY

HOME OFFICE - SAN FRANCISCO

Know all men by these presents:

That INDUSTRIAL INDEMNITY COMPANY, a corporation organized and existing under the laws of the State of California, and having its principal office in the City of San Francisco, State of California, does hereby make, constitute and appoint

~~SHEILA O'CONNOR~~

its true and lawful attorney-in-fact for it and in its name, place and stead to execute on its behalf as surety, bonds, undertakings, stipulations, consents and all contracts of suretyship and to attach its corporate seal to such obligations in favor of all obligees, provided that the liability of the Company as surety under his authority in no one instance shall exceed the sum of

~~UNLIMITED~~

and reserving to itself full power of substitution and revocation.

This Power of Attorney is made and executed in accordance with the Resolution adopted by the Board of Directors of INDUSTRIAL INDEMNITY COMPANY at a meeting held on the 27th day of September, 1972, reading as follows:

"RESOLVED, that the Chairman of the Board or President or Executive Vice President or Senior Vice President of the Company, in conjunction with the Secretary or an Assistant Secretary of this Company, be and he hereby is authorized to execute, acknowledge or verify Powers of Attorney qualifying selected attorneys-in-fact to act under such Powers of Attorney to execute on behalf of Industrial Indemnity Company bonds, undertakings, stipulations, consents and all contracts of suretyship, and to attach the corporate seal thereto;

"RESOLVED, FURTHER, that the signatures of said officers so authorized by this Company may be printed facsimile, lithographed or otherwise produced, and that the facsimile signature of any person who shall have been such officer of this Company at the time of such execution, acknowledgment or verification may continue to be used for the purpose hereinabove stated and will be binding on this Company, notwithstanding the fact that he may have ceased to be such officer at the time when such instruments shall be issued."

In witness whereof, INDUSTRIAL INDEMNITY COMPANY has caused these presents to be signed and its corporate seal to be affixed by its proper officers, at the City of San Francisco, California, this 10th day of June, 1980.

Attest:



*L. E. Mulryan*  
L. E. Mulryan,

Secretary

INDUSTRIAL INDEMNITY COMPANY

By

*J. G. LaPlante*  
J. G. LaPlante, Senior Vice President

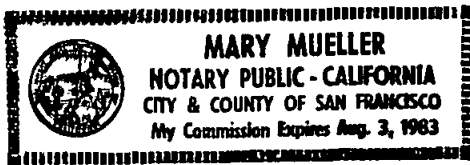
STATE OF CALIFORNIA }  
CITY AND COUNTY OF SAN FRANCISCO } ss.

On this 10th day of June, 1980, before me, Mary Mueller  
a notary public in and for the City and County of San Francisco, State of California, personally appeared

J. G. LaPlante and L. E. Mulryan

known to me to be the Senior Vice President and Secretary of the corporation which executed the within instrument, and acknowledged to me that such corporation executed the same, and that the resolution referred to in the preceding instrument is a true and correct copy of the resolution duly passed at a meeting of the Board of Directors on September 27, 1972, and that the same is in full force and effect.

In witness whereof, I have hereto set my hand and affixed my official seal the day and year in this certificate first above written.



*Mary Mueller*  
Notary Public in and for the City and County  
of San Francisco, State of California

I, L. E. Mulryan, Secretary of INDUSTRIAL INDEMNITY COMPANY, do hereby certify that I have compared the Power of Attorney granted herein and the Resolution recited herein with the originals now on file in the principal office of said Company, and that the same are correct transcripts thereof and of the whole of the said originals, and that said Power of Attorney has not been revoked but is still in full force and effect.

In witness whereof, I have hereunto subscribed my name as such officer and affixed the seal of INDUSTRIAL INDEMNITY COMPANY at the City of San Francisco, California, this 16th day of APRIL, 1981.

SEAL

*L. E. Mulryan*  
L. E. Mulryan, Secretary



APRIL 16, 1981



IMPROVEMENT OF LEFT TURN LANE EXTENSION LAWRENCE EXPRESSWAY AT VARIOUS LOCATIONS.

SALDIVAR CONST. CO.

173,401.

ANDERO CONST. CO.

\_\_\_\_\_

\* PIAZZA CONST. CO.

\* 136,360.

AMBO CONCRETE, INC.

\_\_\_\_\_

WATTIS CONST. CO.

138,270.

D. W. YOUNG CONST. CO.

\_\_\_\_\_

O. C. JONES & SONS

\_\_\_\_\_

~~AAA~~ O'GRADY PAVING, INC.

145,125.

CONEXCO

\_\_\_\_\_

EILERT CONST., INC.

\_\_\_\_\_

CALHOUN BROS. GRADING & PAVING

153,350.

ENGINEER'S ESTIMATE

225,000.

THIS RELATES TO

Item No.

M-11

BOARD OF SUPERVISORS

Agenda of

4-20-81

2301

*[Handwritten signature]*

County of Santa Clara  
California

Transportation Agency  
1555 Berger Drive  
San Jose, California 95112



April 16, 1981

The Honorable Board of Supervisors  
County of Santa Clara  
70 West Hedding Street

Gentlemen:

The Engineer's estimate for Improvement of Left Turn Lane  
Extension Lawrence Expressway at Various Locations is

\$ 225,000.<sup>00</sup>

Respectfully submitted,

*James H. Graebner*  
JAMES H. GRAEBNER  
Director

JHG:js

PROOF OF PUBLICATION  
THE SANTA CLARA AMERICAN

P.O. Box 755, Santa Clara, California 95052

APR 13 3 44 PM '81

IN THE

CITY OF SANTA CLARA

State of California,  
County of Santa Clara,

COUNTY OF SANTA CLARA NOTICE TO BIDDERS

RE: LAWRENCE EXPRESSWAY IMPROVEMENTS

State of California,  
County of Santa Clara } ss.

The undersigned, being first duly sworn, deposes and says: That at all times hereinafter mentioned affiant was and still is a citizen of the United States, over the age of eighteen years, and not a party to nor interested in the above entitled proceeding; and was at and during all said times and still is publisher of The Santa Clara American, a newspaper of general circulation printed and published weekly in the County of Santa Clara, State of California, that said Santa Clara American is and was at all times herein mentioned a newspaper of general circulation as that term is defined by Sections 6000 and following, of the Government Code of the State of California, and, as provided by said sections, is published for the dissemination of local or telegraphic news and intelligence of a general character, having a bona fide subscription list of paying subscribers, and is not devoted to the interests or published for the entertainment or instruction of a particular class, profession, trade, calling, race or denomination, or for the entertainment and instruction of any number of such classes, professions, trades, callings, races or denominations; that at all times said newspaper has been established, printed and published in the said County of Santa Clara and State of California at regular intervals for more than one year preceding the first publication of the notice herein mentioned; that said notice was set in type not smaller than nonpareil and was preceded with words printed in black-face type not smaller than nonpareil, describing and expressing in general terms the purport and character of the notice, intended to be given; that the clipping of which the annexed is a true printed copy, was published and printed in said newspaper on the following dates, to wit:

4/3 & 4/10/81

Dated at Santa Clara, California,

this 10th day of April, 1981

I declare under penalty of perjury that the foregoing is true and correct.

Signed: *Jani Ash*  
Publisher of The Santa Clara American

4/15/81, \$251.60, y'a

The Santa Clara American was adjudicated a newspaper of general circulation in and for the County of Santa Clara on September 3, 1974 (Case No. 314617). The Santa Clara American was adjudicated a newspaper of general circulation within the City of Santa Clara on April 2, 1976 (Case No. 347776).

COUNTY OF  
SANTA CLARA

American  
NOTICES

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Clerk of the Board of Supervisors of the County of Santa Clara, State of California in the Office of the Clerk of the Board of Supervisors, County Government Center, 10th Floor, East Wing, 70 West Hedding Street, San Jose, California 95110, up to 2:00 p.m. o'clock April 16, 1981, for Left turn lane extensions—Lawrence Expressway at various locations, in the County of Santa Clara, State of California, in accordance with plans and specifications on file for the work in the Office of the Clerk of the Board of Supervisors.

The Bids will be opened by the Clerk of the Board of Supervisors at the time and place above stated, and a report of the names of all bidders and the amount of each bid will be made by the Clerk of the Board following the date of opening of the bids.

The County of Santa Clara is an equal employment opportunity employer. Contractors shall comply with the California Fair Employment Practice Laws and with Part II of the Model Federal EEO Bid Conditions. These Conditions are contained in Section 106.

It is the policy of Santa Clara County that no person shall on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the County.

In keeping with this policy and in compliance with Federal requirements, the County of Santa Clara hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

In order to be considered a "responsible bidder" eligible for award of this contract, the bidder must have solicited bids from a specified minimum number of minority contractors in each contracting specialty for which subcontracts are awarded.

Guidelines on the minimum numbers of bid solicitations that must be made to minority contractors in individual contracting specialties and the certification required attesting to compliance with this requirement are outlined in Bid Forms 9a, 9b, and 9c. The required certification includes the date bid solicitations were made, name, address, and Minority Business Enterprise category of minority contractors invited to bid for subcontracts in particular divisions of work and the result attained from the bid solicitations.

Following contract award, contractors are required to report, in accordance with instructions contained in Section 106.4 the actual awards made to minority contractors.

A Minority Contractor Registry is available to assist

LEGAL NOTICES

bidders for County construction projects to identify and contact minority contractors who have expressed an interest in competing for contracts and subcontracts on such projects. The Registry contains data sheets on over 200 minority contractors. Each data sheet includes the name, address, telephone number, and Minority Business Enterprise category of the minority contractor. Also, it includes data on the contractor's bonding capacity, representative clients and projects, and other information useful in determining the contractor's capabilities.

The Minority Contractor Registry is available for review at the Contract Specifications Issue Counter, Room 204, Building 2, County Service Center, 1555 Berger Drive. A copy of the Registry can be purchased at this Counter at its reproduction cost of \$9.50. Extracts of the Registry can also be purchased at the Issue Counter if desired.

Assistance in contacting minority contractors can also be obtained through the following organization:

National Economic Development Association  
570 N. First Street #210  
San Jose, California 95112  
Telephone: (408) 293-8340

Any problems encountered in contacting minority contractors should be brought to the attention of the Agency Minority Business Enterprise Program Liaison Officer, 299-2884.

Workmen employed in the work must be paid at the rates at least equal to the prevailing wage rates last adopted by the Board of Supervisors of the County of Santa Clara, which rates are filed in the Office of the Clerk of the Board of Supervisors, incorporated herein by reference, and copies of which are available to any interested parties on request.

Minimum wage rates for this project as predetermined by the Secretary of Labor are set forth in the Special Provisions. If there is a difference between the minimum wage rates predetermined by the County of Santa Clara as set forth in the Special Provisions for similar classifications of labor, the Contractor and his subcontractors shall pay not less than the higher wage rate.

Pursuant to Section 1770 of the Labor Code, the County of Santa Clara has ascertained the general prevailing wage rates in the County in which the work is to be done as set forth in Section 109 of these Special Provisions.

A payment bond is required to be filed and approved by the Board of Supervisors before entering upon the performance of the work.

Each bid must be accompanied by cash a certified or cashier's check or a bidder's bond in the sum of not less than 10% of the total aggregate of the bid and the checks or bond shall be made payable to the order of the County of Santa Clara.

All bids must be addressed to the Chairman of the Board of Supervisors of the County of Santa Clara, and shall bear the title or name of the work to be constructed.

The Board of Supervisors reserves the right to reject any and all bids or to waive any errors or discrepancies.

The time limit for the completion of work is specified in Section 104 (Beginning of Work, Time of Completion and Liquidated Damages). Liquidated damages shall be assessed for each calendar day the work remains incomplete beyond that time limit and in the amount as specified in Section 104.

Project plans and special provisions may be secured at Room 204, Building 2, 1555 Berger Drive, San Jose, California 95112, upon payment of \$25.00 per set as a deposit. If the project plans and specifications are returned in good condition within ten (10) days after the date set for the opening of bids, the full amount of the deposit will be returned.

In the case where the planholder submits a bid to the Clerk of the Board of Supervisors the full amount of the deposit will be returned if the project plans are returned in good condition within ten (10) days after the date set for the opening of bids.

A copy of the Santa Clara County Standard Specifications may be secured in Room 204, Building 2, 1555 Berger Drive, San Jose, California 95112, upon payment of \$4.00.

Attention of Bidders is directed to Amendments to Santa Clara County Standard Specifications, available at no cost at the Contract Specifications Issue Counter, Room 204, Building 2, County Service Center, 1555 Berger Drive, San Jose, California 95112.

A copy of the Standard Plans may be obtained by contacting Mr. Al Ranzani, City and County Liaison Engineer, P.O. Box 3366, Rincon Annex, San Francisco, California 94119, (415) 557-1795.

Attention of Bidders is directed to the following requirement:

In order to be considered a responsible Bidder eligible for award of this Contract, Bidder inviting bids must give Subcontractors a minimum time period of 3 days prior to bid opening date for submission of bids.

**Pre-Bid Opening Conference**

On April 7, 1981 at 2:00 p.m. in the second floor conference room of the Transportation Agency, Schallenberg Division at 1505 Schallenberg Road, San Jose, California, a pre-bid opening conference will be held. Representatives of the utility companies and the Transportation Agency will be present. Affirmative action requirements, coordination of work to be performed, utility relocation will be discussed.

Bidders should have fully inspected the project site in all particulars and become thoroughly familiar with the terms and conditions of the Contract Documents and local conditions affecting the performance and costs of the work prior to this conference.

By order of the Board of Supervisors of the County of Santa Clara, State of California on March 16, 1981.

DONALD M. RAINS  
Clerk of the  
Board of Supervisors  
Pub. 4/3, 4/10/81

County of Santa Clara  
California

Office of the Board of Supervisors  
County Government Center, East Wing  
70 West Hedding Street  
San Jose, California 95110  
299-4321 Area Code 408

Zoe Lofgren, Susanna Wilson, District 1  
Dominio L. Cortese, District 2  
Dan Mc Corquodale, District 3  
Rod Diridon, District 4  
Rebecca Morgan, Geraldine F. Steinberg, District 5

March 17, 1981

Date

TO: Wade Brummal  
Santa Clara American  
Post Office Box 755  
Santa Clara, California 95052

SUBJECT: Notice to Bidders re Left Turn Lane Extensions-Lawrence  
Expressway at Various Locations

Please publish the enclosed Notice to Bidders

on April 3 and 10, 1981.

Please send three copies of the Bill and one Affidavit of Publication  
to this Office, Attn: Processing Section, immediately following  
publication.

Sincerely,

BOARD OF SUPERVISORS  
DONALD M. RAINS, CLERK

By *Valerie A. Vweeney*  
Deputy Clerk

DMR:vas

Enclosures

May 12, 1978

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April 16, 1981, for Left turn lane extensions -  
Lawrence Expressway at various locations.

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## Notice to Bidders

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May 12, 1978

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July 20, 1979

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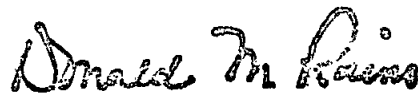
Pre-Bid Opening Conference

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in the second floor conference room of the Transportation Agency, Schallenberger Division at 1505 Schallenberger Road, San Jose, California, a pre-bid opening conference will be held. Representatives of the utility companies and the Transportation Agency will be present. Affirmative action requirements, coordination of work to be performed, utility relocation will be discussed.

Bidders should have fully inspected the project site in all particulars and become thoroughly familiar with the terms and conditions of the Contract Documents and local conditions affecting the performance and costs of the work prior to this conference.

By order of the Board of Supervisors of the County of Santa Clara,  
State of California on March 16, 1981.

DONALD M. RAINS



Clerk of the Board of Supervisors



TRANSMITTAL MEMORANDUM

S.D. 3,4,5

Page 1 of 2DATE: February 27, 1981

COUNTY BOARD OF SUPERVISORS: Agenda Date March 16, 1981 Item No. \_\_\_\_\_  
TRANSIT DISTRICT BOARD: Agenda Date \_\_\_\_\_ Item No. \_\_\_\_\_  
TRANSPORTATION COMMISSION: Agenda Date \_\_\_\_\_ Item No. \_\_\_\_\_

FROM: *LM* LOU MONTINI, TRANSPORTATION DEVELOPMENT

SUBJECT: CONTRACT DOCUMENTS FOR LEFT-TURN LANE EXTENSIONS ON LAWRENCE  
EXPRESSWAY AT VARIOUS LOCATIONS

Recommended Action

Approve for advertisement the Contract Documents for the left-turn lane extensions on Lawrence Expressway at various locations.

Bid opening will be April 16, 1981. There are 120 working days allotted for the project. Deposit for each set of Contract Documents is \$25.00.

Local funds are available in the FY 1980-81 approved budget, County Road Budget Account No. 2890. It is against County policy to publish the Engineer's estimate.

Reasons for Recommendation

Increased traffic on Lawrence Expressway has caused "back up" congestion. The cars waiting to make left turns are blocking the through lanes. The extension of the left-turn lanes will allow through traffic to flow through the intersection.

Background

The project locations are:

1. Lawrence Expressway at Elko.
2. Lawrence Expressway at Sandia.
3. Lawrence Expressway at Monroe.
4. Lawrence Expressway at Cabrillo.
5. Lawrence Expressway at Benton.
6. Lawrence Expressway at Moorpark.

APPROVED: DIRECTOR *[Signature]*

COUNTY EXECUTIVE \_\_\_\_\_

MAR 16 1981 *[Signature]*

DATE: February 27, 1981

COUNTY BOARD OF SUPERVISORS AGENDA DATE: March 16, 1981

TRANSIT DISTRICT BOARD AGENDA DATE:

TRANSPORTATION COMMISSION AGENDA DATE:

SUBJECT: CONTRACT DOCUMENTS FOR LEFT-TURN LANE EXTENSIONS ON LAWRENCE  
EXPRESSWAY AT VARIOUS LOCATIONS

This project is categorically exempt from an E.I.R.

There is no right of way required.

There is no utility relocation required.

Consequences of Negative Action

The traffic congestion will not be reduced.

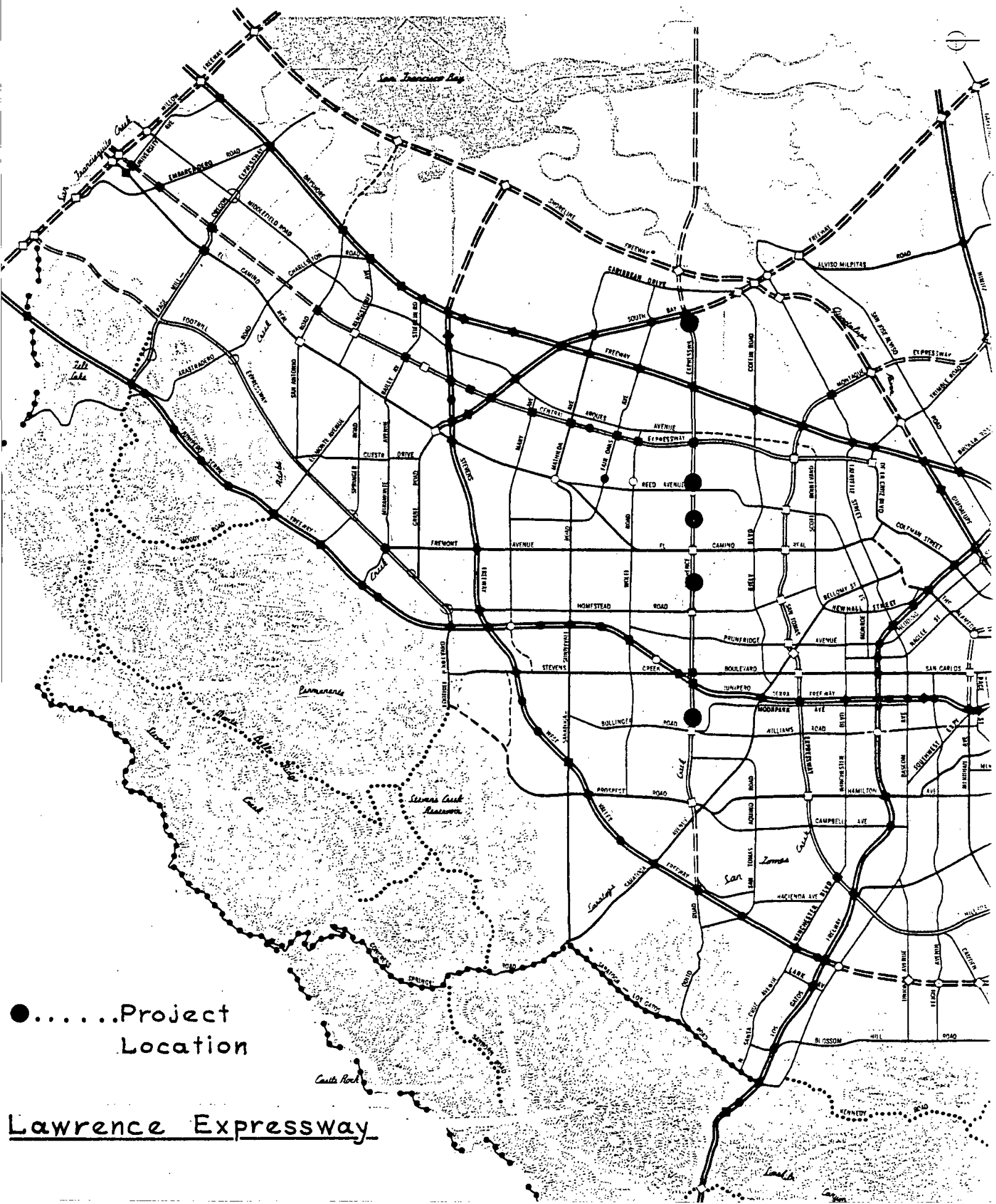
Steps following Approval

1. Advertise the project.
2. Open bids.
3. If the bids are acceptable, award the project.
4. Work will proceed under the direction of the Facilities Operations' Construction Manager.

LM:TAC:vlt

attachments

cc: RMS  
NLC  
GAO/DFM  
VAM



●.....Project Location

Lawrence Expressway